

United States District Court

CENTRAL DISTRICT OF CALIFORNIA

FILED CLERK, U.S. DISTRICT COURT 8/16/2023 CENTRAL DISTRICT OF CALIFORNIA BY: _____ DTA _____ DEPUTY

In re: JAMIE LYNN GALLIAN,

Debtor

District Court Case Number
8:23-cv-00961-WLH

Bankruptcy Court Case Number
8:21-bk-11710-SC

JAMIE LYNN GALLIAN,

Appellant

Adversary Case Number
8:21-ap-01097-SC

v.

HOUSER BROS CO., A California general
partnership, DBA Rancho Del Rey Mobilehome
Estates

Appellee.

Chapter 7

APPELLANT OPENING BRIEF

JAMIE LYNN GALLIAN

16222 Monterey Ln. Unit 376

Huntington Beach, CA 92649

(714)321-3449

jamiegallian@gmail.com Defendant,

IN PRO SE

APPELLANT OPENING BRIEF

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Corporate Disclosure Statement

Pursuant to Rule 26.1 of the Federal Rules of Appellate Procedure,
Appellant, JAMIE LYNN GALLIAN, makes the following disclosures:

There is no corporation that is a parent corporation, nor is there a publicly held corporation that owns 10% or more of Appellant stock.

DATED: August 16, 2023



JAMIE LYNN GALLIAN,
Appellant/Defendant, In Pro Se

JAMIE LYNN GALLIAN
16222 Monterey Lane Unit 376
Huntington Beach, CA 92649
(714)321-3449
jamiegallian@gmail.com

DEFENDANT, IN PRO PER

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In re

JAMIE LYNN GALLIAN,
Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

Adv. No. 8:21-ap-01097-SC

HOUSER BROS. CO. dba RANCHO DEL REY
MOBILE HOME ESTATES,
Plaintiff,

v.

JAMIE LYNN GALLIAN,
Defendant.

DEBTOR'S POST TRIAL
BRIEF IN SUPPORT OF
DEBTOR RECEIVING A
CHAPTER 7 DISCHARGE

Trial Date: April 26, 2023
Time: 9:30 .m.
Ctrm: 5C
Address: 411 W. Fourth St.
Santa Ana, CA 92701

Houser Bros, the park operator has refused to enter into a lease with the purchaser of a manufactured home that was purchased "in place" from a homeowner under the seller lease agreement with the park, and is using an adversary complaint to allege Section 727 claims against the debtor

Lack of standing: Houser Bros, the park operator does not have standing to bring a Section 727 claim against the debtor because they have not suffered an injury that gives rise to a valid claim.

No evidence of wrongdoing: The debtor could argue that there is no evidence to support the park operator's claims under Section 727, or that the park operator has failed to meet the burden of proof required to establish those claims.

Equitable estoppel: The debtor could argue that the park operator is equitably estopped from denying the debtor's right to use the space, based on the park operator's prior conduct or statements that suggested that the debtor had a right to use the space.

1 1. Gables HOA filed an unverified complaint on 4/11/2017, concerning real property
2 4476 Alderport Drive, Unit 53, 18 days after debtor was "gifted" the property. ("4476 Alderport").

3 2. On October 31, 2018, Debtor assigned the leasehold interest in 4476 Alderport to
4 Randall Nickel for \$379,000, paid by two cashier's checks payable to Debtor individually.

5 3. The HOA litigation was never decided on the merits; however a judgment for
6 attorney fees of over \$316,583.59 ("Gables Money Judgment") was entered in favor of the Gables
7 HOA which was formally entered on May 6, 2019.

8 4. Debtor deposited the proceeds from the sale of 4476 Alderport with Chase Bank, in
9 an account in her name.

10 5. The Gables HOA and Janine Jasso, former Gables Attorney, have each separately
11 filed adversary complaints against Debtor seeking to except the Gables Attorney Fees Money
12 Judgment from discharge as well as to deny Debtor a discharge, Adversary Proceeding No. 8:21-
13 ap-01095 and 8:21-ap-01096.

14 6. JSC is Debtor's single-member LLC, formed on or around October 18, 2018.

15 7. J-Pad, LLC is a manager managed LLC formed on or about February 9, 2018 and
16 Amended October 18, 2018 with the CA Secretary of State

17 8.

18 9. On October 17, 2018, Sublessor, BS Investors LP, filed a frivolous unlawful detainer
19 Case No. 30-2018-01024401, and dismissed the case on December 3, 2018. ("BS Invest. Action").

20 10. On January 14, 2019, Debtor filed a UCC Financing Statement against JSC,
21 Document No. 76027940002.

22 11. On January 14, 2019, Debtor filed a UCC Financing Statement against JSC,
23 Document No. 76027940003.

24 12. On January 14, 2019, Debtor filed a UCC Financing Statement against Craig Houser
25 and Kathryn Houser-Curtiss, Document No. 7602794004.

26 13. On February 5, 2019, a UD Complaint was taped to debtors door. On February 22,
27 2019, Defendant filed an answer to Houser Bros v Gallian OCSC UD Complaint filed
28 1/2/2019 30-2019-1-41423.

14. On March 17, 2022, as BK Docket No. 77, Debtor filed a “Corporate Ownership Statement . . .” indicating that on November 22, 2021, she filed with the California Secretary of State certificates of cancellation for both J-Pad and JSC to avoid default from not paying the \$800.00 tax.

15. Ronald Pierpont is Debtor’s ex-husband. They were divorced in 2015.

16. On July 9, 2021, Debtor filed a Declared Homestead with the Clerk Recorder.
On July 9, 2021 (“Petition Date”), Debtor filed a voluntary petition (“Petition”) for relief under Chapter 7 of Title 11 of the United States Code, commencing Case No. 8:21-bk-11710 (“Bankruptcy Case”).

17. Debtor, In Pro Per filed her initial Schedules and Statements (“Original Schedules”) on the Petition Date. Debtor filed First Amendment Schedule on September 7, 2021. Doc 15, Doc 16.

18. Since filing her Original Schedules, Debtor, In Pro Per, filed amendments to correct her schedules: BK Docket Nos. 15, 16, 17, 22, 37, 38, 39, 42, 72, and 75.

19. Debtor signed her Petition, her Original Schedules, and all amended schedules under penalty of perjury, acknowledging that the information provided therein was true and correct.

20. On May 12, 2022, as BK Docket No. 95, Houser Bros. filed a “Motion Objecting to Debtor’s Claimed Homestead Exemption” (“Exemption Motion”).

21. On May 13, 2022, the Gables HOA filed a joinder to the Houser Bros Exemption Motion. BK Docket No. 98.

22. On May 16, 2022, Janine Jasso, Gables former attorney, filed a joinder to the Houser Exemption Motion. BK Docket No. 100.

23. On June 1, 2022, as BK Docket No. 105, Debtor filed a “Reply Opposition, Memorandum of Points and Authorities to Houser Bros. Co. DBA Rancho Del Rey Mobile Home Estates’ Motion Objecting to Debtor’s Claimed Homestead Exemption and Joinder Parties Huntington Beach Gables HOA; Janine Jasso” (“Exemption Opposition”).

24. On June 30, 2022, as BK Docket No. 128, Chapter 7 Trustee Jeffrey I. Golden (“Trustee”) filed “Trustee’s Joinder in Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates’ Motion Objecting to Debtor’s Claimed Homestead Exemption.”

25. On July 7, 2022, Houser Bros. filed a “Reply to Debtor’s Opposition to Motion Objecting to Claimed Homestead Exemption” (“Exemption Reply”), with supporting declarations of Vivienne J. Alston, Greg Buysman, and Chris Houser. BK Docket Nos. 130-133.

1 26. On July 28, 2022, as BK Docket No. 162, Trustee filed an “Application of the
2 Chapter 7 Trustee to Employ Real Estate Broker Coldwell Banker Realty and Agents William
3 Friedman and Greg Bingham Pursuant to 11 U.S.C. §§ 327 and 328” (“Employment Application”).

4 27. On August 5, 2022, as BK Docket No. 177, the Court entered an “Order Granting
5 Houser Bros. Co. DBA Rancho Del Rey Mobile Home Estates’s Motion Objecting to Debtor’s
6 Claimed Homestead Exemption in 16222 Monterey Lane, Space #376, Huntington Beach, CA
7 92649, Docket No. 95” (“Exemption Order”).

8 28. On October 18, 2021, Houser Bros. filed a “Complaint to (1) Determine
9 Dischargeability of Debt Pursuant to 11 U.S.C. §§ 523(a)(2)(A) and (a)(6); (2) Deny Discharge
10 Pursuant to 11 U.S.C. §§ 727(a)(2)(A), (a)(4), and (a)(5),” commencing Adversary Proceeding No.
11 8:21-ap-01097 (“AP”).

12 30. On October 22, 2021, as AP Docket No. 3, Houser Bros. filed a “First Amended
13 Complaint to (1) Determine Dischargeability of Debt Pursuant to 11 U.S.C. §§ 523(a)(2)(A) and
14 (a)(6); (2) Deny Discharge Pursuant to 11 U.S.C. §§ 727(a)(2)(A), (a)(4), and (a)(5)” (“Complaint”).

15 31. On October 28, 2021, as AP Docket No. 6, Debtor filed an “Answer to
16 Complaint/Defendant Jamie Lynn Gallian, Affirmative Defenses to Complaint to Determine
17 Dischargeability of Debt” (“Answer”).

18 32. On November 8, 2021, Houser Bros Co received CA Covid 19 Rent Relief on behalf
19 on Debtors Rent Relief Application filed pre-petition June 9, 2021. Houser Bros did not notify the
20 Bankruptcy Court of the money received on behalf of Debtor.

21 33. On November 10, 2021, the Trustee held a fourth 341 meeting. Houser attorney Ed
22 Hays did not appear even though attempts were made by the Trustee to inquiry about the Covid
23 Funds.

24 34. On December 15, 2021, Houser Bros Co violated debtor's bankruptcy stay when
25 Houser Bros filed a new complaint against debtor OCSC 30-2021-01236940.

26 35. On or about July 28, 2021, Houser Bros Co violated debtor's bankruptcy stay when
27 Houser Bros prepared and submitted through their attorney Alson, Alston & Diebold, a Space 376
28 Ledger for unpaid Rent and Utilities to debtor to submit to the CA Covid 19 Rent Relief Program.

1 36. The Court has jurisdiction over this AP pursuant to 28 U.S.C. §§ 157 and 1334 in that
2 this action arises in and relates to the Bankruptcy Case.

3 37. Venue properly lies in the Central District of California in that this AP arises in or is
4 related to a case under Title 11 of the United State Code as provided in 28 U.S.C. § 1409.

5 B. 38. Houser Bros is a Park Operator under a Permit to Operate issued by CA Dept.
6 Housing and Community Development

7 1. Houser Bros. is the owner of and/or has no right of possession of the Space 376

8 2. On August 21, 2018, Houser Bros. filed a UD complaint ("Ryan Complaint") against
9 Lisa Ryan ("Ms. Ryan") in Orange County Superior Court ("OCSC") for failure to pay rent
10 stemming from Ms. Ryan's tenancy of Space 376, Huntington Beach, CA 92649 ("Space 376" or
11 "Property"). Ryan Complaint Case No. 30-2018-01013582-CL-UD-CJC ("Ryan State Court
12 Action"). On October 18, 2018, Lisa Ryan, In Pro Per, and the Park entered into a stipulated
13 judgment ("Stipulated Judgment") resolving the Ryan Complaint. Ryan retained the right to sell her
14 home "in place" until February 4, 2019.

15 3. On November 1, 2018, Debtor and Ms. Ryan executed a release form to release title
16 of the Property to J-Sandcastle Co., LLC ("JSC"), with the "Date of Release" and "Purchase Date or
17 Transfer Date" as November 1, 2018 ("Ryan Release Form").

18 4. On November 1, 2018, Ms. Ryan executed a "Notice of Sale or Transfer" regarding
19 the Property, showing Jamie L Gallian "Purchaser/New Owner," with November 1, 2018, as the date
20 of transfer ("Ryan Notice of Sale or Transfer").

21 5. The purchase price of the Property paid to Ms. Ryan by Jamie Gallian, Debtor was
22 \$185,000. Debtor paid the \$185,000 by Chase Cashier's Checks and Cash from the account into
23 which Debtor had deposited the sales proceeds of 4476 Alderport.

24 6. On November 14, 2018 Houser Attorney filed a WRIT OF POSSESSION Case No.
25 30-2018-01013582, in the name of LISA RYAN, after Houser was notified Lisa Ryan sold her home
26 to Jamie Gallian, on November 1, 2018, as anticipated by the Houser/Ryan Stipulation dated October
27 18, 2018. Houser delivered the WRIT OF POSSESSION of Real Property to the Santa Ana Sheriff
28 on Nov. 19, 2018.

 7. On November 15, 2018, Ryan and Gallian met to discuss the Houser interference of
Sale by Houser.

3. On November 15, 2018, Gallian and Ryan agreed to add J-Sandcastle to the Notice of Transfer. Ryan sent Correspondence to through overnight mail to HCD Sacramento received on November 20, 2018 as noted in the HCD records for LBM1081.
4. On November 16, 2018, Debtor appeared at OCSC Judge James Crandall.C-33.
5. On November 16, 2018 Ryan delivered the 1/1/2006 Space 376 Lease Agreement to Debtor. Debtor and Ryan both signed and noted the time of signing the document.
6. On November 16, 2018, Debtor executed a Security Agreement and Promissory Note with her sole Member LLC J-Sandcastle and recorded a Manufactured Finance Transaction with CA Secretary of State on 1/14/2019 for a 30 year finance period.
7. On November 16, 2018, Debtor surrendered LBM1081 Original Certificate of Title and Original Registration Card, LBM1081, and Original Tax Clearance Certificate and completed Application at Riverside Co. CA Department of Housing and Community Development
8. On Monday November 19, 2018, J-Sandcastle Co delivered a Chase Cashiers Check to the Park Office, \$8,743.02 for the amount of the Stipulated Houser v Ryan Judgment on behalf of Ryan. Park Manager Willie accepted the Cashier Check from Debtor. The cashiers check remained in Houser Bros Possession until January 9, 2019. Debtor brought the check to court OCSC 30-2018-01013582 on January 10, 2019, Judge Carmen Luege Court Room Deputy delivered the cashiers check back to Houser Bros Attorney Vivienne Alston which she accepted and left the courtroom with it on her person.
9. On the afternoon November 19, 2018, Nickie Hoover, Ryan Real Estate Agent, delivered J-Sandcastle Co LLC Residency Application ("Application") to the management office for the Rancho Del Rey Park requesting to enter into a Lease Agreement for Space 376 2014 Manufactured Home sold by previous tenant Lisa Ryan.
10. On November 20, 2018, the Park mailed a letter addressed to Debtor at her previous Pinon Dr. address informing Debtor of the denial of the Application ("Denial Letter"); and verbally informed Ryan's real estate agent of the denial who called debtor in the telephone. Debtor called and spoke to Kathryn Houser Curtis and reminded her Gallian has been paying the Ground Lease with fail and has a perfect payment record with Houser. Gallian reminded Ms. Cutiss of the almost 2-1/2 meeting on or about April 5, 2018 in the park office concerning approval for residency after selling her Gables home.

1 10. JSC received money's from debtor deposited into their Chase bank account in exchange for
2 receiving title to the mobilehome.

3 11. J-Sandcastle was managing J-Pad at the time the UDD was filed 1/14/2019, and a CA
4 Statement of Information was recorded on January 15, 2019.

5 12. Prior to July 9, 2021 bankruptcy, there were two additions to her interest in property
6 including, but not limited to, using the Alderport sales proceeds to purchase her residence/
7 mobilehome and registered the Certificate of Title in the name of JSC, granting a lien and
8 the rights of the legal owner of the mobilehome to J-Pad. Debtor did not believe her
9 membership interests in JSC and J-Pad belonging to the debtor were being transferred away
10 to her sons at any time. Her actions intended to be only in the event of absence or death.
11 Debtor had no living Trust or Will.

12 13. All of the foregoing transfers were made for reasonable value and Debtor was not insolvent.

13 14. All of the foregoing transfers were made in good faith and belief by Debtor with no intent to
14 intent to hinder, delay, or defraud the Huntington Beach Gables, the sole creditor.

15 15. On December 10, 2018, the Park caused to be served on debtor a Five-Day Notice to Quit
16 Premises ("NTQ") in violation of a Court Order issued by now retired Honorable Ronald
17 Bauer. Gallian obtained the temporary restraining order on December 4, 2018 because of
18 Houser filing documents and serving documents in the previous seller, Lisa Ryan, to harass
19 debtor.

20 16. On January 2, 2019, the Houer Bros again in violation of the temporary restraining order still
21 in place, filed a UD complaint ("OCSC Complaint") against Defendant for forcible entry/
22 detainer (mobilehome park), Case No. 30-2019-01041423-CL-UD-CJC("OCSC Action").

23 17. On January 14, 2019, Debtor filed a UCC Financing Statement against JSC, Document No.
24 76027030002.

25 18. Debtor has made no known false representations regarding her alleged right to occupy the
26 premises. On March 6, 2019, Hon. Carmen Luege ordered Houser to return possession of the
27 manufactured home to Jamie Gallian.

28 19. The Houser OCSC UD Complaint and Houser unlawful self help efforts to remove debtor
have been thwarted by the Superior Court 7

21. Brian, Steven, and Justin are Debtor's adult sons, all over the age of 30+ years.

22. Debtor's ten sets of amended schedules and/or statements of financial affairs, all signed

under penalty of perjury, were made to perfect the schedules because of over 10 341 meetings

23. Debtor's statements of financial affairs contained no known false oaths because such

statements disclosed all of Debtor's decisions regarding her residence and property.

24. Debtor's Schedules also reflect her belief the unexpired 1979 ground lease applied to the

APN 189-011-16, as a recorded lease does exist for the parcel of land.

25. Prior to the deadline to object to discharge, Debtor has explained the disposition of the

\$379,000 in proceeds from the sale of Alderpor; approximately \$185,000 was used to

purchase her residence/mobilehome and over \$ 130,000.00 funds paid to attorney's and her

other expenses listed and disclosed explaining depletion of cash assets, and the use of her

LLCs to protect her assets. No known injury to any creditors and debtor has disclosed her

interest and equity in her residence, the mobilehome.

26. In her Exemption Opposition and her later motion for reconsideration, Debtor contends that

she retained an interest in the mobilehome notwithstanding registering title in the name of her

sole member LLC JSC and naming J-Pad as its legal owner pursuant to a secured financing

lien.

27. In her Exemption Opposition, Debtor presented her detailed declaration explaining Buysman

notarizations. The mobilehome was transferred from Jamie Gallian, Member JSC to herself.

28. Mr. Buysman notarized Jamie Lynn Gallian's signature and her identity and provided those

documents used to the Debtor in the Exemption Opposition. There was no other reason. The

COT does not need to be a notarized signature to be valid. Its signed under penalty of

perjury.

29. Debtor has been in possession of and resided at the Property since November 2018, and she

continues to reside at the Property despite J-Sandcastle application being rejected.

30. Debtor moved into Rancho Del Rey with what she believed to be the permission of Kathryn

Houser-Curtis claiming to be an owner of the park Debtor remains in the home she purchased.

31. Debtor trespassed and took possession of the Premises without Plaintiff's consent or

approval, and no rental agreement was entered into between Plaintiff and Defendant.

32. Plaintiff has misrepresented facts regarding the BS Investors UD Action filed 10/17/18 and

dismissed 12/3/18, before debtor filed an answer.

33. Debtor does believe she is trespassing. The Court ordered Debtor back in possession on

3/6/19

Houser is causing their own damage. Debtor has tendered monies for rent, CA Covid
19 Rent Relief Program tendered monies for Rent after debtor was approved or relief. f

First Claim for Relief – 523(a)(2) Fraud.

1. “A discharge under . . . this title does not discharge an individual debtor from
any debt—(2) for money, property, services, or an extension, renewal, or refinancing of credit, to the
extent obtained by—(A) false pretenses, a false representation, or actual fraud, other than a
statement respecting the debtor’s or an insider’s financial condition.” 11 U.S.C. § 523(a)(2)(A).

2. “The Bankruptcy Code has long prohibited debtors from discharging liabilities on
account of their fraud, embodying a basic policy animating the Code of affording relief only to an
‘honest but unfortunate debtor.’” *Cohen v. De La Cruz*, 523 U.S. 213, 217 (1998).

3. “Section 523(a)(2)(A) continues the tradition, excepting from discharge ‘any debt . . .
for money, property, services, or an extension, renewal, or refinancing of credit, to the extent
obtained by . . . false pretenses, a false representation, or actual fraud.’” *Id.* at 218.

4. A plaintiff bears the burden of proving the applicability of § 523(a)(2)(A) by a
preponderance of the evidence by demonstrating five elements:

- a) The debtor made representations;
- b) That at the time he or she knew they were false;
- c) That he or she made them with the intention and purpose of deceiving the
creditor;
- d) That the creditor relied on such representations; and
- e) That the creditor sustained the alleged loss and damage as the proximate result
of the misrepresentations having been made.

Ghomeshi v. Sabban (In re Sabban), 600 F.3d 1219, 1222 (9th Cir. 2010).

1 5. Typically, a finding of a debt due to fraud is all that is necessary to satisfy
2 § 523(a)(2)(A) to establish that the debt is nondischargeable in bankruptcy. *Muegler v. Bening*, 413
3 F.3d 980, 983 (9th Cir. 2005).

4 **Second Claim for Relief – 523(a)(6) Willful and Malicious Injury.**

5 6. “A discharge . . . does not discharge an individual debtor from any debt– for willful
6 and malicious injury by the debtor to another entity or to the property of another entity.” 11 U.S.C.
7 §523(a)(6); *see also Hunter v. Martin (In re Martin)*, 2019 Bankr.LEXIS 2073, at *26 (Bankr. C.D.
8 Cal. July 10, 2019).

9 7. The “willful” and “malicious” requirements are conjunctive and subject to separate
10 analysis. *Id.*

11 8. The injury-producing conduct must be tortious to be exempted from discharge under
12 § 523(a)(6). *Id.* at *27.

13 9. Conduct is tortious under § 523(a)(6) only if it constitutes a tort under state law. *Id.*
14 (citing *Lockerby v. Sierra*, 535 F.3d 1038, 1040 (9th Cir. 2008)).

15 10. Trespass is a tort under California law.

16 11. Trespass is an unlawful interference with possession of property. The elements of
17 trespass are: (1) the plaintiff’s ownership or control of the property;(2) the defendant’s intentional,
18 reckless, or negligent entry onto the property; (3)lack of permission for the entry or acts in excess of
19 permission; (4) harm; and (5) the defendant’s conduct was a substantial factor in causing the harm.
20 *Ralphs Grocery Co.*, 17 Cal.App.5th 245, 261-262.

21 12. It is a well-settled proposition that the proper party plaintiff in an action for trespass
22 to real property is the person in actual possession. No averment of title in plaintiff is necessary.
23 [Citations.]’ . . . ‘A defendant who is a mere stranger to the title will not be allowed to question the
24 title of a plaintiff in possession of the land. It is only where the trespasser claims title himself, or
25 claims under the real owner, that he is allowed to attack the title of the plaintiff whose peaceable
26 possession he has disturbed.’ *Veiseh v. Stapp* (2019) 35 Cal.App.5th 1099, 1104.

27 13. The tort of trespass is the type of tort that is covered by Section 523(a)(6). *Simas v.*
28 *Powell*, 635 B.R. 366, 375-76 (N.D. Cal. 2021) [“The court found that appellant's continued use of

1 the Property after appellees asked him to leave constituted trespass and conversion and was thus a
2 sufficient basis for nondischargeability under Section 523(a)(6).”].

3 14. The language of § 523(a)(6) also extends to the tort of conversion. *State Farm Mut.*
4 *Auto Ins. Co. v. Rodriguez (In re Rodriguez)*, 568 B.R. 328, 342 (Bankr. S.D. Cal. 2017). But,
5 whether a defendant’s actions amount to conversion under California law is not dispositive regarding
6 whether the underlying claims are nondischargeable under § 523(a)(6). *Id.*

7 15. To prevail on a § 523(a)(6) conversion claim, a plaintiff must “first establish that a
8 conversion has occurred under California law, and second that the conversion is willful and
9 malicious.” *Id.* at 343; *see also Zeeb v. Farah (In re Zeeb)*, 2019 Bankr.LEXIS 2477, at *16 (B.A.P.
10 9th Cir. Aug. 9, 2019) (noting that a creditor seeking to exempt a debt from discharge under
11 § 523(a)(6) must also prove that the conversion was undertaken willfully and maliciously).

12 16. Conversion, under California law, is the “wrongful exercise of dominion over the
13 property of another.” *Mendoza v. Continental Sales Co.*, 140 Cal.App.4th 1395, 1404-05 (2006). The
14 elements of a conversion claim are: 1) The plaintiff’s ownership or right to possession of the
15 property; 2) The defendant’s conversion by a wrongful act or disposition of property rights; and 3)
16 Damages. *Id.* at 1405.

17 17. An injury is “willful” when a debtor “harbors either subjective intent to harm, or a
18 subjective belief that harm is substantially certain.” *Hunter v. Martin (In re Martin)*, 2019
19 Bankr.LEXIS 2073, at *26 (Bankr. C.D. Cal. July 10, 2019).

20 18. The injury must be “deliberate or intentional, not merely a deliberate or intentional
21 act that leads to injury.” *Id.*

22 19. A debtor acts “knowingly” if he or she acts “deliberately and consciously.” *Retz v.*
23 *Samson (In re Retz)*, 606 F.3d 1189, 1198 (9th Cir. 2010).

24 20. An injury is “malicious” if it involves: 1) A wrongful act, 2) Done intentionally, 3)
25 Which necessarily causes injury, and 4) Is done without just cause or excuse. *Hunter v. Martin (In re*
26 *Martin)*, 2019 Bankr.LEXIS 2073, at *27 (Bankr. C.D. Cal. July 10, 2019); *see also Carrillo v. Su*
27 *(In re Su)*, 290 F.3d 1140, 1146-47 (9th Cir. 2002) (same).

28 21. Malice may be inferred based on the nature of the wrongful act. *Ormsby v. First Am.*

1 *Title Co. (In re Ormsby)*, 591 F.3d 1199, 1207 (9th Cir. 2010).

2 22. The intentional conversion of another's property without its knowledge or consent and
3 without justification and excuse constitutes a willful and malicious injury within the meaning of 11
4 U.S.C. § 523(a)(6). *Petralia v. Jercich (In re Jercich)*, 238 F.3d 1202, 1203 (9th Cir. 2001); *In re*
5 *Bailey*, 197 F.3d. 997, (9th Cir. 1999).

6 **Third Claim for Relief – 727(a)(2)(A) Transfer or Concealment of Property**

7 23. “The court shall grant the debtor a discharge, unless—the debtor, with intent to
8 hinder, delay, or defraud a creditor or an officer of the estate charged with custody of property under
9 this title, has transferred, removed, destroyed, mutilated, or concealed, or has permitted to be
10 transferred, removed, destroyed, mutilated, or concealed— property of the debtor, within one year
11 before the date of the filing of the petition.” 11 U.S.C. § 727(a)(2)(A).

12 24. A party seeking denial of discharge under § 727(a)(2)(A) must prove:

- 13 1. A disposition of property, such as a transfer or concealment;
- 14 2. A subjective intent on the debtor’s part to “hinder, delay or defraud a creditor
15 through the act [of] disposing of the property;” and
- 16 3. It must occur within one year before filing bankruptcy.

17 *Retz v. Samson (In re Retz)*, 606 F.3d 1189, 1200 (9th Cir. 2010); *Faith v. Miller (In re Miller)*, 2015
18 Bankr.LEXIS 1929, at *6 (Bankr. C.D. Cal. June 12, 2015) (Caroll, J.).

19 25. A debtor’s intent need not be identical to the fraudulent intent under a common-law
20 tort standard to meet the requirements of § 727(a)(2)(A). *Retz v. Samson (In re Retz)*, 606 F.3d 1189,
21 1200 (9th Cir. 2010).

22 26. It suffices if the debtor’s intent is to “hinder or delay a creditor.” *Id.*; *see also Faith v.*
23 *Miller (In re Miller)*, 2015 Bankr.LEXIS 1929, at *6 (Bankr. C.D. Cal. June 12, 2015) (same).

24 27. Lack of injury to creditors is irrelevant regarding denying a discharge in bankruptcy.
25 *In re Retz*, 606 F.3d at 1200; *In re Miller*, 2015 Bankr.LEXIS 1929, at *6.

26 28. The intent to hinder or delay is a factual question that requires the trier of fact to
27 “delve into the mind of the debtor” and may be inferred from surrounding circumstances. *JP Morgan*
28 *Chase Bank, N.A. v. Ellison (In re Ellison)*, 2016 Bankr.LEXIS 3475, at *24 (Bankr. C.D. Cal. Sept.

23, 2016).

29. In examining the circumstances of a transfer under § 727(a)(2)(A), certain “badges of fraud” may support a finding of fraudulent intent:

These factors, not all of which need be present, include (1) a close relationship between the transferor and the transferee; (2) that the transfer was in anticipation of a pending suit; (3) that the transferor Debtor was insolvent or in poor financial condition at the time; (4) that all or substantially all of the Debtor’s property was transferred; (5) that the transfer so completely depleted the Debtor’s assets that the creditor has been hindered or delayed in recovering any part of the judgment; and (6) that the Debtor received inadequate consideration for the transfer.

In re Retz, 606 F.3d at 1200. A “course of conduct” may also be “probative” regarding intent. *In re Ellison*, 2016 Bankr.LEXIS 3475, at *25.

30. If a transfer occurred more than one year prior to bankruptcy but a debtor’s concealed interest in such property extended into the one year period prior to bankruptcy, then discharge should be denied. *In re Lawson*, 122 F.3d 1237 (9th Cir. 1997) [The court adopted the "continuing concealment" doctrine and held that defendant's transfer, made more than a year before her petition, provided evidence of defendant's active concealment of property in which she continued to retain a secret interest.].

31. If a debtor’s income funds all mortgage, insurance, and maintenance payments on property held in the name of another party, she may be found to have fraudulently concealed her interest in such property. *In re Martin*, 698 F.2d 883 (7th Cir. 1983).

Fourth Claim for Relief – 727(a)(4) False Oath

32. "The Court shall grant the debtor a discharge, unless-the debtor knowingly and fraudulently, in or in connection with the case-made a false oath or account." 11 U.S.C. § 727(a)(4).

33. To prevail on a § 727(a)(4)(A) claim, a plaintiff must show, by a preponderance of the evidence, that:

A. The debtor made a false oath in connection with the case;

1 B. The oath related to a material fact;

2 C. The oath was made knowingly; and

3 D. The oath was made fraudulently.

4 *Retz v. Samson (In re Retz)*, 606 F.3d 1189, 1197 (9th Cir. 2010); *Roberts v. Erhard (In re Roberts)*,
5 331 B.R. 876, 882 (B.A.P. 9th Cir. 2005).

6 34. The "fundamental purpose" of § 727(a)(4)(A) is to insure that the trustee and creditors
7 have "accurate information without having to conduct costly investigations." *In re Retz*, 606 F.3d at
8 1196.

9 35. "Materiality" is broadly defined. *Roberts v. Erhard (In re Roberts)*, 331 B.R. 876, 883
10 (B.A.P. 9th Cir. 2005).

11 36. A fact is "material" if it "bears a relationship to the debtor's business transactions or
12 estate, or concerns the discovery of assets, business dealings, or the existence and disposition of the
13 debtor's property." *Retz v. Samson (In re Retz)*, 606 F.3d 1189, 1198 (9th Cir. 2010).

14 37. An omission or misstatement that "detrimentally affects administration of the estate"
15 is material. *Id.*

16 38. A false statement or omission may be material even without "direct financial
17 prejudice to creditors." *In re Roberts*, 331 B.R. at 883.

18 39. A debtor acts "knowingly" if he or she acts "deliberately and consciously." *Retz v.*
19 *Samson (In re Retz)*, 606 F.3d 1189, 1198 (9th Cir. 2010).

20 40. A demonstration of fraudulent intent requires a showing that: 1) The debtor made the
21 representations (e.g., a false statement or omission in the schedules); 2) At the time the debtor knew
22 they were false; and 3) The debtor made them with intention and purpose of deceiving the creditors.
23 *Retz v. Samson (In re Retz)*, 606 F.3d 1189, 1198-99 (9th Cir. 2010).

24 41. Intent is usually proven by circumstantial evidence or inferences drawn from the
25 debtor's conduct. *Id.* at 1199.

26 42. "Reckless indifference or disregard for the truth" may be circumstantial evidence of
27 intent. *Id. See also, Khalil v. Developers Sur. & Indem. Co. (In re Khalil)*, 379 B.R. 163 (B.A.P. 9th
28 Cir. 2007).

1 43. The existence of "more than one falsehood, together with a debtor's failure to take
2 advantage of the opportunity to clear up all inconsistencies and omissions, such as when filing
3 amended schedules, can be found to constitute reckless indifference to the truth satisfying the
4 requisite finding of intent to deceive." *Ravasia v. U.S. Tr. (In re Ravasia)*, 2021 Bankr.LEXIS 1033,
5 at *18 (B.A.P. 9th Cir. Apr. 16, 2021).

6 **Fifth Claim for Relief – 727(a)(5) Failure to Explain Loss of Assets**

7 44. “The court shall grant the debtor a discharge, unless— (5) the debtor has failed to
8 explain satisfactorily, before determination of denial of discharge under this paragraph, any loss of
9 assets or deficiency of assets to meet the debtor’s liabilities.” 11 U.S.C. § 727(a)(5).

10 *Retz v. Samson (In re Retz)*, 606 F.3d 1189, 1205 (9th Cir. 2010).

11 45. Once the creditor has made a prima facie case, the debtor must offer “credible
12 evidence” regarding the disposition of the missing assets. *Id.*

13 46. Whether a debtor has satisfactorily explained a loss of assets is a question of fact for
14 the bankruptcy court. *Id.*

Does the First Claim for Relief state a valid claim for relief?

A: No, it does not identify any creditor who was defrauded nor is there any such creditor. It also fails to allege with any specificity any of the elements required by 11 USC 523(a)(2)(A). Debtor's 25th Affirmative Defense is a valid bar to this claim.

7. Does the Second Claim for relief state a valid claim for conversion?

A: Under California Law conversion is the wrongful exercise of dominion over personal property of another. Moore v. Regents of Univ. of Calif. (1990) 51 C3d 120,137. Simas v. Powell 635 B.R.366 holds that a trespass can give rise to a claim of conversion of the personal property on the real property of Plaintiff and does not stand for the proposition that a trespass on real property is also a conversion unless plaintiff can prove that it was deprived of that personal property with a superior right to possession. The Second Claim does not identify any personal property that the debtor has allegedly converted and therefor fails to state a valid claim of conversion or a valid claim for relief and is barred by Debtor's 25th affirmative defense.

8. Is the Second Claim for relief based on trespass barred by the doctrines of waiver, estoppel and unclean hands as a result of Plaintiff's failure to comply with Civil Code Section 798.74?

A: Debtor submitted an application for residency on November 19,2018 on behalf of J-Sandcastle. Plaintiff never responded to that application but instead claimed that Debtor's credit score was insufficient although she was not the applicant. California Civil Code 798.74 that was in effect on that date required that Plaintiff respond within 15 business days to the prospective homeowner (J-Sandcastle) with the reason for the acceptance or rejection. Approval cannot be withheld if the purchaser has the ability to pay the rent and charges of the park. unless management reasonably determines the purchaser will not comply with the rules and regulations of the park. Plaintiff did not comply with its mandatory obligations after receiving J-Sandcastle's application but responded only with a classic non sequitur that did not address the issue of financial ability to pay of the purchaser nor did assert any claim that its rules and regulations would not be followed. California Civil Code 3529 provides: "That which ought to have been done is to be regarded as done, in favor of him to whom, and against him from whom, performance is due." Plaintiff failed its mandatory, statutory duty to respond and cannot now be heard to say that no tenancy was created. It clearly waived

1 its right to deny tenancy to J-Sandcastle and comes before the court with unclean
2 hands in claiming that J-Sandcastle had no right to have debtor occupy the premises.
3 They are also estopped to assert same. Debtor's affirmative defenses numbers 22,49
4 and 54 are well taken.

5 **Note: Plaintiff had 2 1/2 years to bring the unlawful/forcible detainer case against**
6 **debtor to trial in state court before the filing of the Petition. Clearly it expected**
7 **(rightfully) to lose. Debtor is clearly not a trespasser and this claim for relief fails.**

8
9 9. Does the Third Claim for Relief state a valid claim for relief?

10 **A: This claim does not identify the property supposedly transferred or concealed or**
11 **when it occurred. It therefor fails to state of claim for relief. See debtor's 25th**
12 **affirmative defense.**

13 10. Does the Fourth Claim for Relief state a valid claim for relief?

14 **A: Again, this claim does not identify the false oath or account and therefor fails to state**
15 **a claim for relief. See debtor's 25th affirmative defense.**

16 11. Does the Fifth Claim for Relief state a valid claim for relief?

17 **A: Again, this claim does not identify the assets supposedly missing and therefor fails to**
18 **state a claim for relief. See debtor's 25th affirmative defense.**

19 1. The debtor transferred the title back to her name and did not list the promissory note
20 payable to "herself" correctly as the holder and J-Pad as the holder on her amended
21 schedules. The debtor did not know the difference of having two holders. The
22 bankruptcy code requires debtors to disclose all assets, including those that are
23 transferred or sold within a certain period before filing for bankruptcy. Debtor truthfully
24 believed she had disclosed these facts so many times and provided all discovery with
25 hundreds of pages with copies of the Security Agreement and Promissory Note.

26 2. In regards to the promissory note, the debtor was listed as the lender and the LLC as the
27 borrower, the note was for a legitimate business purpose, disclosed on the debtor's
28 bankruptcy schedules. Regardless of whether or not the debtor was able to pay herself
back, debtor failed to properly disclose the note, her as the holder and lender. Her
ignorance of the disclosure differences was not in debtors mind fraudulent concealment

3. Regarding the use of funds for legal fees, the nature of the legal fees were for legitimate
purposes. The fees were for the debtors and benefit. The fees were for the debtor's
personal protection and related to the LLC's business, it was disclosed and accounted for
as a transfer of assets,

1 4. Under California law, the Mobilehome Residency Law (MRL) requires park owners to
2 disclose to homeowners any leasehold interest or ground lease on the land where the park is
3 situated. Specifically, Civil Code Section 798.74(a)(7) requires park owners to include in the
4 rental agreement a disclosure of “any leasehold interest or ground lease on the land where the
5 park is situated and the date of expiration of the lease or sublease.”

6 There is an 80-year ground lease recorded on the parcel of land where a manufactured
7 home park is built, the park operator is required by law to disclose the existence of the ground
8 lease and the remaining unexpired term to homeowners.

9 The debtor created a security agreement and promissory note with her sole member
10 LLC in relation to the personal property, which is the manufactured home. The debtor then
11 registered the home with the Department of Housing and Community Development and titled
12 it in the name of her LLC. However, the debtor did not record a UCC-1 Ad until over 30 days
13 after the park operator filed a Writ of Possession in the name of the seller of the home.

14 The transfer of the manufactured home to the LLC was not made with an intent to
15 hinder or delay creditors, but rather as a legitimate business transaction. The UCC-1 Ad was
16 not untimely, but was made within a reasonable time after the transfer and creation of the
17 security interest.

18 The fact that Houser Bros WRIT of POSSESSION was issued in the name of the seller of the
19 home, rather than the debtor or the LLC, suggests that the park operator may not have a valid
20 claim against the debtor. The debtor argues Houser Bros, the park operator's actions in this
21 regard demonstrate a lack of standing to bring a claim for fraudulent transfer or concealment.

22 The fact that the debtor titled the personal property manufactured home in the name of her
23 single member LLC over two weeks after receiving the surrendered certificate of title from the
24 seller may be seen as evidence that the debtor did not intend to conceal or transfer the property
25 with fraudulent intent. This is because if the debtor had intended to conceal or transfer the
26 property with fraudulent intent, she would have likely titled the property in the name of a third
27 party or a different entity.

28 Additionally, the fact that the debtor used the proceeds from the sale of the unencumbered real
property to purchase the personal property manufactured home and other personal property
suggests that the debtor did not intend to conceal or transfer the property with fraudulent
intent. This is because if the debtor had intended to conceal or transfer the property with
fraudulent intent, she would have likely used the proceeds for a different purpose or tried to
conceal the proceeds themselves.

Debtor believes the timing of the titling of the personal property manufactured home in the
name of her single member LLC, in conjunction with the use of the proceeds from the sale of
the unencumbered real property, shows that she did not have the requisite fraudulent intent to
support a finding of a fraudulent transfer or concealment of assets.

Houser Bros, the park operator's claims under 727(a)(4)(a) should be denied for several reasons.

First, the park operator has no judgment against the debtor because of an unprosecuted unlawful detainer case. Despite being granted relief from stay, the park operator failed to set the unlawful detainer case for trial and instead filed a new unlawful detainer case. This failure to prosecute the original case demonstrates that the park operator lacked a valid basis for pursuing the claim in the first place.

Furthermore, the park operator has failed to comply with basic procedural requirements, such as filing a Notice of Related Cases and serving the second unlawful detainer case on the debtor. The failure to consolidate the two cases only adds to the confusion and further demonstrates the park operator's lack of diligence in pursuing its claims against the debtor.

Additionally, the park operator's claims appear to be nothing more than an attempt to circumvent state law governing the rights of tenants in manufactured home parks. By refusing to offer a lease agreement to the purchaser of an "in place" home, the park operator is attempting to deprive the debtor of her property rights and create a false claim of trespass. This is especially egregious considering the debtor applied for and received CA Covid 19 Rent Relief Money that was sent to the landlord, but the landlord refused to cash the check.

Therefore, based on the park operator's failure to prosecute the original unlawful detainer case, failure to comply with procedural requirements, and attempt to circumvent state law, the court should deny the park operator's claims under 727(a)(4)(a) and grant the debtor a — discharge.

First, the debtor purchased the manufactured home "in place" from a homeowner under the seller lease agreement with the park. Houser Bros. the park operator refused to enter into a lease with the purchaser of the home they purchased "in place" and is now claiming that the debtor is trespassing by leaving the home in the park. However, the space 376 was permitted to Housing and Community Development to keep the home in the park, and thus, the park operator's claim of trespassing has no basis.

Furthermore, the park operator refused to offer a lease agreement to the purchaser of the "in place home," and thus, cannot claim any injury as a result of the debtor's presence in the park. Additionally, the park operator refused to cash the check from the CA Covid Rent Relief Program that was sent to them, which means they cannot claim any harm resulting from the debtor's inability to pay rent.

The debtor applied for and received CA Covid 19 Rent Relief Money that was sent to the landlord, and the landlord refused to cash the check, it is possible that the landlord is trying to claim that the debtor is still in arrears with rent payments and is trespassing on the property as a result.

The debtor demonstrated that she has made efforts to pay rent through the CA Covid 19 Rent Relief Program and that the landlord has refused to accept the payment, this may be a valid defense to any claim of trespassing or failure to pay rent.

The landlord's refusal to accept the rent relief payment constitutes a waiver of any claim for unpaid rent. Houser Bros, the park operator is using the adversary proceeding to retaliate against the debtor for attempting to pay their rent through the rent relief program.

1 Possible affirmative defenses that the debtor asserts in addition to the arguments
2 outlined in the previous paragraph could include:

3 Laches: The park operator unreasonably delayed in pursuing any legal action against the
4 debtor for an extended period of time, causing prejudice to the debtor's ability to defend
5 against the claims. This could be supported by the fact that the park operator had ample
6 opportunity to pursue an unlawful detainer case or lease agreement with the debtor but
7 failed to do so.

8 Unclean Hands: The park operator engaged in inequitable conduct, such as refusing to
9 enter into a lease agreement or accepting rental payments, which prevented the debtor from
10 complying with any alleged obligations. Additionally, the park operator's failure to cash the
11 CA Covid Rent Relief Program check could be viewed as unclean hands.

12 Lack of Standing: The park operator lacks standing to object to the debtor's discharge
13 because it has not suffered any actual injury or harm and has not obtained a judgment
14 against the debtor. Furthermore, the park operator has not entered into a lease agreement
15 with the debtor, and the debtor is not a trespasser because the manufactured home has been
16 permitted by Housing and Community Development and is not removable without causing
17 substantial damage.

18 Failure to Mitigate Damages: The park operator failed to mitigate its alleged damages by
19 refusing to enter into a lease agreement or accept rental payments, which could have
20 resolved any alleged breach of obligations. Furthermore, the park operator's failure to cash
21 the CA Covid Rent Relief Program check could be viewed as a failure to mitigate damages.

22 Overall, Houser Bros, the park operator's claims lack merit and should be denied under
23 727(a)(4)(a) because they are not supported by any actual injury or harm caused by the
24 debtor's actions. The debtor has not breached any obligations and has taken reasonable steps
25 to resolve any alleged disputes, including applying for and receiving CA Covid 19 Rent
26 Relief Money.

27 Houser Bros. the park operator refuse to offer a lease agreement to a purchaser of an "in
28 place" home, and the home is permitted by Housing and Community Development, the park
operator's claim that the purchaser is trespassing is unfounded. The purchaser of the home
may have a valid claim of right to be on the property, as they are the owner of the
manufactured home and Ryan received a permit from the appropriate agency upon
installation in Rancho Del Rey.

In an adversary proceeding, the debtor could assert a defense of ownership and right to
possession of the home based on the permit from Housing and Community Development.
The refusal to offer a lease agreement is a violation of state law and constitutes an unfair
business practice. Houser Bros, the park operator is using the adversary proceeding to harass
the debtor and should be sanctioned by the court.

1 CONCLUSION:

2 The affirmative defense of waiver or estoppel in response to the park operator's claim of
3 trespassing. Houser Bros Co, the landlord refused to accept payment of rent relief funds
4 from the debtor, the landlord waived its right to object to the debtor's presence in the park or
is estopped from claiming trespass because it refused to accept payment for rent owed.

5 The park operator's refusal to enter into a lease agreement with the purchaser of the "in
6 place" home is a violation of state law, such as the Mobilehome Residency Law or the
Unruh Civil Rights Act, and that the park operator's actions are discriminatory.

7
8 Houser Bros, the park operator's discrimination against the purchaser and refusal to offer a
lease agreement is the reason for the alleged trespass and the basis for the park operator's
9 attempt to object to the debtor's discharge under Section 727.

10 If the park operator does not have a lease agreement or rental agreement with the debtor and
11 failed to prosecute an unlawful detainer case resulting in no judgment against the debtor, it
may be difficult for the park operator to establish an injury or basis for objecting to the
12 debtor's discharge.

13 In order to have standing to object to a debtor's discharge, the creditor must show that it has
14 suffered an injury that is directly and proximately caused by the debtor's misconduct or
actions. Without a lease or rental agreement or a judgment against the debtor, the park
15 operator has not established to have suffered an injury as a result of the debtor's actions.

16 The affirmative defense that a debtor could potentially claim in response to an adversary
17 complaint based on an unprosecuted Unlawful Detainer case is called "res judicata" or
"claim preclusion."

18 Res judicata is a legal doctrine that prohibits the re-litigation of claims that have already
19 been decided by a court of competent jurisdiction. If a claim has been litigated to a final
20 judgment, the parties are precluded from re-litigating that claim in a subsequent proceeding.

21 In the context of an unprosecuted Unlawful Detainer case, the debtor may argue that the
22 landlord's claims are precluded because they had the opportunity to pursue their claims in
the Unlawful Detainer case, but failed to do so before the debtor filed for Chapter 7
23 bankruptcy. The debtor may argue that the landlord's claims are barred by res judicata
because the issues were or could have been raised in the prior proceeding.

24
25 Debtor respectfully requests this honorable court to disregard the numbering,

26 The foregoing is signed under the penalty of perjury,

27 Dated this 10th day of May, 2023, at Huntington Beach, CA

28 
JAMIELYNN GALLIAN

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 5801 Skylab Road Huntington Beach, CA 92647.

A true and correct copy of the foregoing document entitled: **DEFENDANTS POST TRIAL BRIEF IN SUPPORT OF GRANTING DEBTORS DISCHARGE** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **May 10, 2023**. I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **TRUSTEE JEFFREY I GOLDEN (TR):** Jeffrey I Golden (TR) lwerner@wglp.com, jig@trustesolutions.net; kadele@wglp.com
- **ATTORNEY FOR PLAINTIFF HOUSER BROS. CO.:** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR PLAINTIFF HOUSER BROS. CO.:** Laila Masud lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com
- **U.S. TRUSTEE:** United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Honorable Scott C. Clarkson
United States Bankruptcy Court
Central District of California
Ronald Reagan Federal Building and Courthouse
411 West Fourth Street, Suite 5130
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 10, 2023
Date

Robert McLelland
Printed Name

Robert McLelland
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

JAMIE LYNN GALLIAN
16222 Monterey Lane Unit 376
Huntington Beach, CA 92649
(714) 321-3449
jamiegallian@gmail.com

Defendant, In Pro Per

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In re

JAMIE LYNN GALLIAN,
Debtor.

Case No. 8:21-bk-11710-SC

Adv. 8:21-ap-01097-SC

Chapter 7

DECLARATION OF JAMIE LYNN GALLIAN
AS REQUESTED BY THE HONORABLE
SCOTT C. CLARKSON, UNITED STATES
BANKRUPTCY JUDGE, IN SUPPORT
DEBTORS REDUCTION IN SALE
PROCEEDS FROM DEBTORS PREVIOUS
HOMESTEAD SOLD 10/31/2018, LOCATED
AT 4476 ALDERPORT DR. HUNTINGTON
BEACH, CA 92649;

Trial Held

Date: April 26, 2023

Time: 9:30 a.m.

Ctrm: 5C

Location: 411 W. Fourth Street, Santa Ana, CA
92701

**TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY JUDGE,
AND ALL INTERESTED PARTIES:**

Declaration of Jamie Lynn Gallian

I, Jamie Lynn Gallian, say and declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.

3. The facts set forth below are true of my personal knowledge.

4. I am the debtor in this Chapter 7.

I MAKE THIS DECLARATION TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY JUDGE, AFTER ADV TRIAL ON APRIL 26, 2023, IN SUPPORT OF DEBTOR'S RECOLLECTION OF MONIES PAID BY THE DEBTOR TO MEMBERS OF THE CALIFORNIA STATE BAR; (2) LETTER DATED 12.2.2022, TO TRUSTEE GOLDEN AND ATTORNEY JAMES CASELLO, ESQ. ATTACHED, REQUESTING FUNDS BE RETURNED AND (3) PROOF OF TWO DEPOSITS INTO THE CHASE BANK ACCOUNT OF J-SANDCASTLE CO JAMIE L. GALLIAN & ROBERT MCLELLAND SIGNATORIES.

IN DOING SO, DEBTORS ACCOUNT FOR THE REDUCTION IN SALE PROCEEDS IN DEBTORS PREVIOUS HOMESTEAD, (Tract 10542, Unit 53 Lot 1), SOLD BY DEBTOR UNENCUMBERED ON 10/31/2018, 4476 ALDERPORT DR. HUNTINGTON BEACH, CA 92649; A.P.N. 178-771-03 AND A PORTION OF THE SAME FUNDS USED FOR THE UNENCUMBERED PURCHASE OF A 2014 SKYLINE MANUFACTURED HOME LBM 1081 FROM SELLER LISA T. RYAN. ON NOVEMBER 1, 2018, JAMIE GALLIAN PAID 10,000.00 Cash Payment TO LISA RYAN AND RECEIVED SURRENDERED CERTIFICATE OF TITLE NOVEMBER 7, 2018, \$175,000.00 Deposit J-Sandcastle Co. WITH LIST OF CASHIER'S CHECKS. NOVEMBER 17, 2018. \$170.000 Deposit J-Sandcastle Co. purchased (4) Chase Cashier's Checks THE LIST IS NOT AN EXHAUSTIVE LIST OF THE SALE PROCEEDS SPENT. HOWEVER, CHAPTER 7 TRUSTEE, JEFFREY GOLDEN AND ALL CREDITORS HAVE BEEN PROVIDED AND RECEIVED DEBTORS BANK STATEMENTS; EDD DEBIT CARD; ALLIANT CREDIT UNION, J-SANDCASTLE AND J-PAD CHASE BANK, BANK OF AMERICA, STATEMENTS.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on May 8, 2023 at Huntington Beach, CA.

Jamie Lynn Gallian

JAMIE LYNN GALLIAN

Red Hill Law Group
15615 Alton Parkway, Suite 210, Irvine, CA 92618 US

TRUST LEDGER STATEMENT

Date: 04/27/2023

Client Name: Gallian, Jamie

Date	Trans #	Client	Matter	Payee	Description	Deposit	Payment	Balance
08/04/2022		Gallian, Jamie		Red Hill Law Group	- B of A cashier's check.	\$10,000.00		\$10,000.00
08/08/2022		Gallian, Jamie		Jamie Gallian	Full Refund		\$10,000.00	\$0.00

Balance as of 04/27/2023: \$0.00



Jamie Gallian <jamiegallian@gmail.com>

Request to return \$10,000 check and return of approximately \$30,000 check deposited into the Client Trust Account

4 messages

Jamie Gallian <jamiegallian@gmail.com>

Fri, Dec 2, 2022 at 3:17 PM

To: Attorney Jim Casello <jhctlex@yahoo.com>, Jeff Golden <jgolden@wglp.com>, Eric Israel <EPI@danninggill.com>, Aaron de Leest <adeleest@danninggill.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>

Dear Mr. Casello,

I have tried several times to discuss the return of the check in the amount of \$10,000.00 you requested to represent me my bankruptcy case 8:21-bk-11710 "to take over" with no success. No signed retainer agreement was provided to me after multiple requests. You have not substituted into my chapter 7 bankruptcy case as you explicitly stated you would personally stating to me, "you need help" (after Attorney Bert Briones changed his mind and returned my retainer check regarding representing me after having a telephone call with Houser Bros attorney Ed Hays) the minute the check was in my hand you jumped on the chance to represent me demanding \$10,000.00 representing to me after the check cleared your bank you would file and "substitute into the bankruptcy case."

Once again today, I attempted to discuss the matter with you and you continue to avoid answering my questions. You have not "helped" me in my chapter 7 case prepared any filings, even telling me that you share your office with two of the best bankruptcy attorneys in the industry, Gib Pagter and Misty Issacson, stating they would help you for free anytime you asked regarding my bankruptcy case and who you could ask unlimited questions at any time. To date I am not aware of any "help" they have offered in my chapter 7 case, well over lasting close to 18 months now.

Demand is hereby made to return the funds of \$10,000 to the Trustee Jeffrey Golden no later than Monday, December 9, 2022.

Please mail the certified check payable to Jeffrey Golden to the address of the Trustee, 650 Town Center Drive Ste. 950 Costa Mesa, CA 92626.

Failure to return the check to the Trustee by December 9, 2022, will result in a Motion for Relief to the Honorable Scott C. Clarkson and quite possibly sanctions as you are on notice of the stay of my chapter 7 petition and took advantage of my vulnerability when Mr. Briones substituted out and you offered to represent me if I paid you \$10,000.

I paid you the \$10,000 and you have failed to execute a proper retainer agreement. Please kindly return the unearned funds deposited into your Client Trust Account.

Additionally, you have caused me additional harm and I can no longer keep quiet about you demanding and receiving over \$43,000 in unearned fees in a Personal Injury Case you filed August 2020, and promised representation in the unlawful detainer case 39-2019-01041423. Houser Bros v Jamie Gallian.

In the PI case Jamie Gallian vs Jesus Jasso, Jr. you failed to amend the complaint as promised to correct the complaint or even file the Proof of Service forms the court requested of you and Ordered you file as you were attorney of record when the Service was completed on the Huntington Beach Gables HOA who have communicated to you through their insurance co. CIBA. Demand was made to your office and to your secretary Laura to file the Proof of Service which to date has not occurred.

Demand is hereby made that Casello & Lincoln return to the Trustee Jeffrey Golden by certified check all pre-petition unearned funds approximately \$ \$30,000.00 into your Client Trust Account on my behalf no latter than December 12, 2022.

Sincerely,

Jamie Gallian
Sent from my iPhone

James Casello <jhctlex@yahoo.com>
To: Jamie Gallian <jamiegallian@gmail.com>

Fri, Dec 2, 2022 at 3:26 PM

This email is full of misstatements. Proceed as you see fit.

Sent from my iPhone

> On Dec 2, 2022, at 3:17 PM, Jamie Gallian <jamiegallian@gmail.com> wrote:
>
> Dear Mr. Casello,
[Quoted text hidden]

Jamie Gallian <jamiegallian@gmail.com>
To: Jeff Golden <jgolden@wglp.com>, Eric Israel <EPI@danninggill.com>, Aaron de Leest <adeleest@danninggill.com>, James Casello <jhctlex@yahoo.com>
Cc: Jamie Gallian <jamiegallian@gmail.com>

Fri, Dec 2, 2022 at 3:33 PM

Mr. Golden,

This is the reply from Mr. Casello December 2, 2022 in response to my request to return all funds to the bankruptcy estate.

Request is made to proceed to return the funds to the bankruptcy estate immediately,

Sincerely,

Jamie Gallian
714-321-3449
jamiegallian@gmail.com

[Quoted text hidden]

Jamie Gallian <jamiegallian@gmail.com>
To: Jeff Golden <jgolden@wglp.com>, Eric Israel <EPI@danninggill.com>, Aaron de Leest <adeleest@danninggill.com>, James Casello <jhctlex@yahoo.com>


Fri, Dec 2, 2022 at 3:45 PM

Mr. Casello,

Please find attached to this email, a blank form for you to complete regarding the funds you received post petition notifying the bankruptcy court of same.

Please complete and serve a copy to myself, Trustee Golden and counsel for the Trustee, after filing with the bankruptcy court.

[Quoted text hidden]

 **F2016-1.4ATTYCOMPDISCLSR.pdf**
978K



Jamie Gallian <jamiegallian@gmail.com>

Re: CARE & MBL application Completed

9 messages

Jamie Gallian <jamiegallian@gmail.com>

Thu, Feb 25, 2021 at 10:26 PM

To: Rosetta Henderson <Rosetta.Henderson@sce.com>

Cc: Jamie Gallian <jamiegallian@gmail.com>

Hi Rosetta,

Finally returning the form back to you for processing.

Let me know if you need anything else.

Sincerely,

Jamie Gallian.

On Jul 24, 2020, at 10:37 AM, Rosetta Henderson <Rosetta.Henderson@sce.com> wrote:

Hi- Jamie

Here you go. Please send this back to me, once it has been completed.

https://www.sce.com/sites/default/files/inline-files/14-783%20Rev%20620_Proof%232.pdf

Medical baseline application. Must be certified by the Doctor.

<https://www.sce.com/sites/default/files/inline-files/Med%20Baseline%20App%20REV%201-19%20English.pdf>

thanks,

Rosetta

*Warm Regards,***Rosetta Henderson**

Community Outreach Project Manager

MHP Utility Upgrade Program

Southern California Edison

Cell: 626-344-5854

PIV3, 3rd floor, Cubicle 310 O

3 Innovation Way, Pomona, CA 91768

rosetta.henderson@sce.com

Privacy Notice



SCE Application 2 25 2021.pdf
1001K

Jamie Gallian <jamiegallian@gmail.com>

Mon, Jul 11, 2022 at 2:16 AM

To: Jeff Golden <jgolden@wglp.com>, Ed Hays <ehays@marshackhays.com>, Jamie Gallian <jamiegallian@gmail.com>, Lori Werner <lwerner@wglp.com>

This is the application I submitted to SCE in the name of Jamie Gallian on February 25, 2021, after -J-Sandcastle released the Certificate of Title to Jamie Gallian LBM1081.

This is in reference to the email I sent to you regarding title.

Jamie Gallian
Sent from my iPhone

Begin forwarded message:

From: Jamie Gallian <jamiegallian@gmail.com>
Date: February 25, 2021 at 10:26:20 PM PST
To: Rosetta Henderson <Rosetta.Henderson@sce.com>
Cc: Jamie Gallian <jamiegallian@gmail.com>
Subject: Re: CARE & MBL application Completed

Hi Rosetta,
[Quoted text hidden]



SCE Application 2 25 2021.pdf
1001K

Jamie Gallian <jamiegallian@gmail.com>

Mon, Jul 11, 2022 at 1:57 PM

To: Rosetta Henderson <Rosetta.Henderson@sce.com>

Ms. Henderson,

Thank you for your prompt attention to my request to confirm my application sent to you on February 25, 2021, was indeed sent to the proper group for processing.

Following up on your telephone call to me this afternoon, you indicated to me the effective date of my submitted 2/25/2021 application regarding space 376 in the Rancho Del Rey Park, in the name of Jamie Lynn Gallian, is effective April 6, 2021, and you have requested a confirmation letter be sent to my address stating the same.

I understand from your telephone call you may be able to request the program attached the confirmation letter and send to your email address which in turn you would forward a copy to me for my records.

Again, thank you for your kind, courteous and excellent customer service.

Sincerely,

Jamie Gallian
714-321-3449
jamiegallian@gmail.com

[Quoted text hidden]


Jamie Gallian <jamiegallian@gmail.com>
To: James Casello <jhctlex@yahoo.com>

Wed, Jul 20, 2022 at 10:55 AM

Sincerely,

Jamie Gallian
714-321-3449
jamiegallian@gmail.com

[Quoted text hidden]

 **SCE Application 2 25 2021.pdf**
1001K

Jamie Gallian <jamiegallian@gmail.com>
To: Jeff Golden <jgolden@wglp.com>, Ed Hays <EHays@marshackhays.com>, Lori Werner <lwerner@wglp.com>
Cc: Jamie Gallian <jamiegallian@gmail.com>

Wed, Jul 20, 2022 at 11:07 AM

Mr. Golden, Mr. Hays


Regarding the receipt of letter from SCE processing my February 25, 2021, Application for CARES, the effective date was April 6, 2021, over 3 months prior to the filing of my bankruptcy petition of July 9, 2021. Ms. Henderson is on site here at the Rancho Del Rey Park in the Park Club House.

I spoke to Ms. Henderson moments ago concerning the Confirmation Letter from SCE to confirm the effective date of my Application is April 6, 2021. Ms. Henderson explained she verbally confirmed with the processing department that my application submitted on February 25, 2021, effective date in indeed April 6, 2021.

I have not received the confirmation letter to provide to the Bankruptcy Court in time for the hearing scheduled Thursday July 21, 2022. However, I trust the Attorney for Houser Bros Co, Ed Hays and the Trustee, Mr, Golden, will confirm this stated fact by SCE Rosetta Henderson.

If you have any questions, please contact me at your earliest convenience.


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 **SCE Application 2 25 2021.pdf**
1001K

Jamie Gallian <jamiegallian@gmail.com>
To: James Casello <jhctlex@yahoo.com>

Wed, Jul 20, 2022 at 11:09 AM

[Quoted text hidden]

 **SCE Application 2 25 2021.pdf**
1001K

Jeff Golden <jgolden@wglp.com>
To: Jamie Gallian <jamiegallian@gmail.com>, "Aaron E. de Leest" <adeleest@danninggill.com>
Cc: Ed Hays <EHays@marshackhays.com>, Lori Werner <lwerner@wglp.com>

Wed, Jul 20, 2022 at 11:13 AM

Including my counsel as I have requested .

Sent from my iPhone


On Jul 20, 2022, at 11:08 AM, Jamie Gallian <jamiegallian@gmail.com> wrote:

[Quoted text hidden]

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.


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 **SCE Application 2 25 2021.pdf**
1001K

Jamie Gallian <jamiegallian@gmail.com>
To: Aaron de Leest <adeleest@danninggill.com>, Eric Israel <EPI@danninggill.com>

Wed, Jul 20, 2022 at 11:23 AM

[Quoted text hidden]

 **SCE Application 2 25 2021.pdf**
1001K

Jamie Gallian <jamiegallian@gmail.com>
To: bb@redhilllawgroup.com

Mon, Aug 8, 2022 at 12:23 PM

[Quoted text hidden]



SCE Application 2 25 2021.pdf
1001K



CARE/FERA Program Application for Tenants of Sub-Metered Residential Facilities

RATE DISCOUNT APPLICATION

Application effective as of June 1, 2020.
PLEASE PRINT CLEARLY

1 TENANT INFORMATION:

Your Name JAMIE L. GALLIAN
Home Address, do not use a P. O. Box 16222 Monterey Ln #376 Huntington Beach CA 92649
Space # _____ City _____ ZIP Code _____
Mailing Address, if different from the above address _____
Space # _____ City _____ ZIP Code _____
Telephone: (714) 321-3449 ☐ Landline ☐ Cell phone ☐ Hearing Impaired - Please use TTY to communicate (English Only)
Email Address Jamiegallian@gmail.com
Number of persons in my household: 1 Adults + 0 Children = 1 Total

2 PUBLIC ASSISTANCE PROGRAM ELIGIBILITY:

Do you or someone in your household participate in any of the following programs? If so, please check (✓) the program(s) below.

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Medi-Cal/Medicaid | <input type="checkbox"/> Medi-Cal for Families (Healthy Families A & B) | <input type="checkbox"/> National School Lunch Program (NSLP) |
| <input type="checkbox"/> CalFresh/SNAP (Food Stamps) | <input type="checkbox"/> LIHEAP | <input type="checkbox"/> Bureau of Indian Affairs General Assistance |
| <input type="checkbox"/> CalWorks (TANF/Tribal TANF) | <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Head Start Income Eligible (Tribal Only) |
| <input type="checkbox"/> WIC | | |

If you participate in any of the Public Assistance Programs in this section, then **SKIP** to Section 4.

3 INCOME ELIGIBILITY:

You will be enrolled in either the CARE or FERA program depending on your household income and household size.

Total combined gross annual household income:

For example: Current monthly income x 12 months = annual household income

\$ 12,000.00

The definition of "gross (before taxes) household income" is all money and noncash benefits, available for living expenses, from all sources, both taxable and nontaxable, before deductions, including expenses, for all people who live in my home. This includes, but is not limited to, the following:

Please check (✓) ALL sources of your household income.

- | | | |
|--|---|--|
| <input type="checkbox"/> Pensions | <input type="checkbox"/> Wages and/or Profits from Self-Employment | <input type="checkbox"/> Scholarships, Grants, or Other Aid Used for Living Expenses |
| <input type="checkbox"/> Social Security | <input type="checkbox"/> Unemployment Benefits | <input type="checkbox"/> Insurance or Legal Settlements |
| <input type="checkbox"/> SSP or SSDI | <input type="checkbox"/> Disability or Workers' Compensation Payments | <input type="checkbox"/> Spousal or Child Support |
| <input type="checkbox"/> Interest or Dividends from Savings, Stocks, Bonds, or Retirement Accounts | <input type="checkbox"/> Rental or Royalty Income | <input type="checkbox"/> Cash and/or Other Income |

4 DECLARATION: (Please sign and date below)

I state that the information I have provided in this application is true and correct. I understand that I may be requested to provide updated documentation of eligibility at any time and agree to do so regardless of how I initially became eligible for the discount. I agree to inform Southern California Edison Company if I no longer qualify to receive the discount. I understand that if I receive the discount without qualifying for it, I may be required to pay back the discount I received. I understand that SCE can share my information with other utilities or their agents to enroll me in their assistance programs.

Signature Jamie L. Gallian Date 2/2/21

☐ Guardian or Power-of-Attorney
Provide notarized copy of document

By checking this box, I confirm the information provided is accurate, and agree to receive calls at the above number, through an automatic-dialing announcing device (ATDS), or a prerecorded message from, or on behalf of, Southern California Edison for rebates, savings, or other low-income qualified program information. I understand that consent to receiving these calls is not required to enroll in this income-qualified program and that message and data rates may apply.

MANAGER OR LANDLORD INFORMATION:

Edison Service Account No. 3 - 0000 - 0000 - 00 Source Code (Edison Use Only) 0000 - 0000
Manager or Landlord Name CHRIS Houser
Mailing Address 16222 Monterey Ln #376 Huntington Beach 92649
City _____ ZIP Code _____
Name on Edison bill JAMIE L. GALLIAN
Service Address 16222 Monterey Ln #376 Huntington Beach 92649
City _____ ZIP Code _____
Home Telephone (714) 846-1429 Work Telephone (714) 329-1319
Applicant Status: ☒ Add New ☐ Drop ☐ Re-Certify ☐ Moved to Different Space

1. 10/31/2018 Sale 4476 Alderport Drive \$379,000.00
2. Repayment/refund to (3) individual Lease Deposit((s)
 1. Beverly & James Ginestra-Cashier's Check -\$ 6700.00
 2. Gentleman, Sheriff Deputy-Cashier's Check -\$ 6700.00
 3. Orange Co. Teachers Credit Union-Cashier's Ck. -\$ 6700.00
 4. Lease Henry Newton (Pinon Drive Nov. 2018 -\$ 3450.00
 5. Robert Ortiz; Day Laborer(s) Cleaned, Painted entire inside Monterey; Vinyl Fencing protection fr Coyotes -\$ 3000.00
 6. Richard Solmer, M.D. 3-Medical Procedures, OR, anesthesiologist; office proc. misc proc. -\$ 15,000.00
 7. Michael Chulak, Esq. Disbarred-unable to locate -\$ 8700.00
 8. Flyer & Flyer, Raquel Flyer -\$ 5000.00
 - Flyer & Flyer, David Flyer, -\$ 11,500.00
 9. Michael Deveruex, Esq. -\$ 1000.00
 - 10, Steven A. Fink, Esq. Appellant Atty. -\$ 30,000.00
 11. James H. Casello, Esq. UD, PI, Gables HOA -\$ 59,200.00
 12. Watch -"imitation/Fake" -\$ 4000.00
 13. Used Furniture-Offer Up site -\$ 2000.00
 14. Monterey Storage Shed, Ext.Painter/Seal/Caulk -\$ 4500.00
 15. Reporter's Appell. Transcripts -\$ 2600.00
 16. Court Filing Fees, Copy Fees, Parking, etc. -\$ 3000.00
 17. Gibson Pacter, Esq. -\$ 1200.00
 17. Contribution to Debtors Fidelity Federal -\$ 7000.00
 18. Christopher Blank, Esq. -\$ 4950.00
 19. Heston & Heston, Esq. -\$ 700.00
 20. Nicolas Gebelt, Esq. -\$ 1600.00

00-53-3364B 11-2010

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

No. 1161511203

SPRINGDALE/EDINGER
0006 0000961 0082

Void After 90 Days 91-1701221
NAZ

Date 09/11/18 04:15:52 PM

Pay



Six Thousand Two Hundred Fifty Five and 00/100 Dollars

To The H NEWTON
Order Of

5782 PINON DR HUNTINGTON BEACH CA 92649

Remitter (Purchased By): JAMIE LYNN GALLIAN

Bank of America, N.A.
PHOENIX, AZ

\$6,255.00

Not-Negotiable
Customer Copy
Retain for your Records

457002931717

RENTAL AGREEMENT AND/OR LEASE

Landlord/Lessor/Agent: <u>HENRY NEWTON</u>	Apartment Number _____
Tenant(s)/Lessee: <u>JAMIE GALLAN</u>	
Tenant(s)/Lessee: _____	
Apartment Number: _____	
Apartment Address: <u>5782 Pinon Drive</u>	
City: <u>Huntington Bch</u> , State <u>CA</u> , Zip <u>92649</u>	
Monthly Rental Rate: \$ <u>3400.00</u>	This agreement shall commence on <u>9-11-18</u> and continue: (check one below)
Rental Due Date: <u>1st</u>	A. <input type="checkbox"/> Month to Month Agreement <u>9-10-18</u>
Security Deposit: \$ <u>3400.00</u>	B. <input checked="" type="checkbox"/> Until <u>31st MAR 2021</u> at which time thereafter shall become a month to
Late Charge: \$ <u>150.00 after 5th day</u>	month tenancy upon written approval of the landlord. If Tenant should move from premises prior to the
Parking Space: <u>GARAGE</u>	expiration date, he shall be liable for all the rent due until such time the apartment is occupied
Storage Space: <u>Shed</u>	by a Landlord-approved resident and/or expiration of said time period, whichever is shorter.

1. This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent shall be referred to as "OWNER" and Tenant(s)/Lessee(s) shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises listed above. RESIDENT acknowledges that any false statements found in RESIDENT'S application shall constitute a non-curable breach of this agreement. RESIDENT hereby agrees to complete an updated application, including a census as to the occupants in the unit upon seven days request of OWNER.

2. **PAYMENTS:** Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First month's rent of: \$2260 and a Security Deposit of \$ 3400, for a total payment of \$ 5660. All payments are to be made payable to: Henry Newton and delivered to BANK OF AMERICA / checking acc # 00277120011 California, Telephone Number 714-615-3574 who is usually available on the following days: _____ during the following hours: _____

3. **LATE CHARGE/RETURNED CHECKS:** Resident acknowledges that Owner will incur certain administrative costs in connection with a late Rental payment, and that the amount of such administrative costs would be extremely difficult or impractical to ascertain. Therefore, Parties agree that if Resident fails to pay the rent in full by the end of the 5th day after it is due, Resident shall pay a late charge of \$ 150 per day and the parties agree that that amount is a reasonable amount for such administrative costs. Resident further agrees that such administrative costs are deemed additional rent. If Owner elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Owner does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank for any reason, Resident shall pay a returned check charge of \$ _____ as additional rent. The same late charge stated above will be imposed as additional rent if the returned check causes the rent to be late. Owner may require future payments to be in a form other than a personal check in the event of a returned check.

4. **SECURITY DEPOSITS:** The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. Security deposit is not to be used as last month's rent.

5. **UTILITIES:** RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except all utilities, Cable.

6. **OCCUPANTS:** Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance, (the 14 day period may be extended by local Rent Control Laws): _____

RESIDENT shall pay additional rent at the rate of \$100.00 per month or 25% (or the amount allowed under rent control) of the current monthly rent; whichever amount is greater, for the period of time that each additional guest in excess of the above named shall occupy the premises. RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above named animal(s), which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.

7. **PETS AND FURNISHINGS:** Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as musical instruments or other item(s) of unusual weight or dimension. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ 400.00 shall be required along with the signing of OWNER'S "PET AGREEMENT."

8. **PARKING/STORAGE:** When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space.

9. **NOISE / ACTIVITY:** RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet enjoyment of another RESIDENT. RESIDENT shall not violate any law or use the premises for the use, storage, possession, manufacturing or selling of illicit drugs. Said noise and/or activity shall be a breach of this Agreement.



10. **LOITERING AND PLAY:** Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.
11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.
12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.
13. **MAINTENANCE AND ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence plus any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.
14. **SMOKE/CARBON MONOXIDE DETECTORS:** The rental unit is equipped with properly functioning smoke and carbon monoxide detectors. Resident agrees to test the smoke and carbon monoxide detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable any detectors in any manner.
15. **HOUSE, POOL, AND LAUNDRY RULES:** RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.
16. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.
17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month-to-month upon written approval of the landlord, but may be terminated by either party with a written 30-day notice of intention to terminate. If tenancy exceeds one year, the owner shall give a written 60-day notice to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.
18. **POSSESSION:** If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.
19. **INSURANCE:** RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.
20. **RIGHT OF ENTRY AND INSPECTION:** OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.
21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.
22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
23. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.
24. **ATTORNEY'S FEES:** If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$500 in addition to other damages awarded.
25. **ABANDONMENT:** California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.
26. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.
27. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
28. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead



exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER/AGENT DISCLOSURE (Initial)

HN OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and

HN RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

29. **MOLD:** The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.

30. ADDITIONS AND EXCEPTIONS:

31. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S apartment / house whether or not RESIDENT is present at the time of delivery and all notices to OWNER / AUTHORIZED PERSON shall be served by first class mailing to:

Person Authorized To Manage Property:

Name _____ Address _____

Phone Number _____

Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.

Name HENRY NEWTON Address 6641 BEACHVIEW DR., HUNTINGTON BEACH

Phone Number (714) 615-3574

Person or Entity Authorized to Receive Payment of Rent:

Name _____ Address _____

Phone Number _____

32. **INVENTORY:** The Apartment contains the following items for use by RESIDENT: _____

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

33. **RESIDENT** acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Information About Bed Bugs | <input type="checkbox"/> Pest Control/Bed Bug Addendum | <input type="checkbox"/> Mold Addendum | <input type="checkbox"/> Apartment Keys |
| <input type="checkbox"/> Flood Disclosure Addendum | <input type="checkbox"/> Move-in/Move-out Inspection | <input type="checkbox"/> Smoke Free Addendum | <input type="checkbox"/> Mailbox Keys |
| <input type="checkbox"/> Lead Based Paint Disclosure | <input type="checkbox"/> Pet Agreement/Comfort Animal Addendum | <input type="checkbox"/> Parking Agreement | <input type="checkbox"/> Common Area Keys |
| <input type="checkbox"/> House Rules | <input type="checkbox"/> Satellite Dish Addendum | <input type="checkbox"/> Other: | <input type="checkbox"/> Garage Remotes |
| <input type="checkbox"/> Pool Rules | <input type="checkbox"/> Smoke Detector Addendum | <input type="checkbox"/> Other: | |

34. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liability caused by the actions (omission or commission) of residents, their guests and invitees. Renter has relied on his own judgment in entering into this agreement.

35. **NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

36. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." HN RESIDENT'S initials:

OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

() Resident's Initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language of: _____

Printed Name of Interpreter

Signature of Interpreter

Date

Owner/Agent

Date

Resident

Date

Owner/Agent

Date

Resident

Date

Owner/Agent

Date

Resident

Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



MOVE-IN, PRELIMINARY-WALK-THROUGH AND FINAL MOVE-OUT INSPECTION FORM

Resident Name(s): Jamie L. Gallian Move-in Date: 9-11-18
Rental Unit Address: 5752 Pinon Dr. Hart. Bch CA 92649 Move-out Date: _____

CODES: NEW - Brand New • CLN - Clean • STN - Stained • SCR - Scratched • REP - Needs Repair • RPL - Needs Replacement
F PNT - Needs Full Paint • T/U PNT - Needs Touch-up Paint • F CLN - Needs Full Clean • T/U CLN - Needs Touch-up Cleaning

Kitchen	Move-In	Pre-Walk Through	Move-Out
Walls and Ceiling	C		
Floor/Floor Covering	C		
Counters	C		
Sink, Faucet	C		
Drain, Plumbing	C		
Garbage Disposal	C		
Light Fixture(s), Bulb(s)	C		
Light Switches, Outlets	C		
Door & Door Hardware	C		
Window(s) & Screen(s)	C		
Cabinets	C		
Other:			
Appliances			
Stove	C		
Range Hood	C		
Refrigerator	C		
Dishwasher	C		
Microwave	C		
Washing Machine	C		
Dryer	C		
Other:			
Living Room	C		
Walls and Ceiling	C		
Floor/Floor Covering	C		
Light Fixture(s), Bulb(s)	C		
Light Switches, Outlets	C		
Door & Door Hardware	C		
Window(s) & Screen(s)	C		
Closet	C		
Furniture (if any)	C		
Other:			
Dining Room			
Walls and Ceiling			
Floor/Floor Covering			
Light Fixture(s), Bulb(s)			
Light Switches, Outlets			
Door & Door Hardware			
Window(s) & Screen(s)			
Furniture (if any)			
Other:			

Bedroom #1	Move-In	Pre-Walk Through	Move-Out
Walls and Ceiling	STN	Not New Paint	
Floor/Floor Covering	C		
Light Fixture(s), Bulb(s)	C		
Light Switches, Outlets	C		
Closet Door(s)	C		
Door & Door Hardware	C		
Window(s) & Screen(s)	C		
Furniture (if any)	C		
Other:			
Bedroom #2			
Walls and Ceiling	STN	Not New Paint	
Floor/Floor Covering	C		
Light Fixture(s), Bulb(s)	C		
Light Switches, Outlets	C		
Closet Door(s)	C		
Door & Door Hardware	C		
Window(s) & Screen(s)	C		
Furniture (if any)	C		
Other:			
Bedroom #3			
Walls and Ceiling	STN	Not New Paint	
Floor/Floor Covering	C		
Light Fixture(s), Bulb(s)	C		
Light Switches, Outlets	C		
Closet Door(s)	C		
Door & Door Hardware	C		
Window(s) & Screen(s)	C		
Furniture (if any)	C		
Other:			
Other Areas			
Entry Door(s)	C		
Furnace/Heater	C		
Air Conditioning	C		
Fireplace	Gas No Log Inside		
Balcony, Patio, Terrace	C		
Lawn, Ground Covering	C		
Garage or Parking Area	C		
Storage	C		
Water Heater	Other more log		
Other:			

Comments: _____



Other – List Below	Move-In	Pre-Walk Through	Move-Out
Keys to Unit - # Issued	# Issued		# Received
Front Door			
Dead Bolt			
Mailbox			
Common Area			
Remote			
Other:			

- For unpaid rent;
- For cleaning the rental unit when the tenant moves out to make the unit as clean as it was when the tenant first moved in;
- For repair of damages, other than normal wear and tear, caused by the tenant or the tenant's guests; and
- If the lease or rental agreement allows it, for the cost of restoring or replacing furniture, furnishings, or other items of personal property (including keys), other than because of normal wear and tear.

The Preliminary Walk-Through (AB2330) must be conducted no sooner than two weeks prior to the actual move-out date. The purpose of this inspection is to notify the tenant what corrections must be made before the actual move-out date. This gives residents the opportunity to restore the property to its actual move-in condition to avoid deductions from their security deposit.

MOVE - IN INSPECTION		PRELIMINARY WALK-THROUGH		FINAL INSPECTION	
Resident	Date	Resident	Date	Resident	Date
Resident	Date	Resident	Date	Resident	Date
Owner/Agent	Date	Owner	Date	Owner	Date

18

Recording Requested by :

J-SANDCASTLE CO LLC

JAMIE LYNN GALLIAN
16222 MONTEREY LANE #376
HUNTINGTON BEACH, CA 92649

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder

88.00

* \$ R 0 0 1 2 9 8 0 9 5 6 \$ *

2021000443659 12:48 pm 07/09/21

18 414A D04 2

0.00 0.00 0.00 0.00 3.00 0.00 0.000.0075.00 3.00

When recorded mail to:

JAMIE LYNN GALLIAN
16222 MONTEREY LANE #376
HUNTINGTON BEACH, CA 92649

HOMESTEAD DECLARATION

CCP §704.930

SPACE ABOVE THIS LINE FOR RECORDER USE ONLY

APN#: 891-569-62

1. Name(s) of Declared Homestead owners:

JAMIE LYNN GALLIAN

do hereby claim a Declared Homestead in the following real property located in:

the City of HUNTINGTON BEACH, CA, County of ORANGE, State of California,

more commonly known as:

16222 MONTEREY LANE SPACE 376 HUNTINGTON BEACH, CA 92649

(Insert Common Street Address Above)

and more particularly described as follows:

2014 SKYLINE CUSTOM VILLA DECAL NO. LBM1081 SERIAL NO. AC7V710394GB; AC7V710394GA; LOCATED ON LOT 376 ON APN 178-011-16, TRACT 10542, UNIT 4, PARCEL MAP BOOK 108, PG(S) 47 & 48

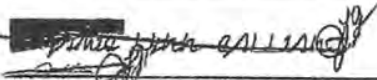
(Insert Property Legal Description Above)

2. The Declared Homestead is the principal dwelling of the Declared Homestead Owner(s) listed above or such person(s) spouse.

3. The Declared Homestead Owner(s) listed above, or such person(s) spouse, resides in the Declared Homestead on the date this Homestead Declaration is recorded.

4. The facts stated in this Homestead Declaration are known to be true as of the personal knowledge of the person(s) below executing and acknowledging this Homestead Declaration.

Dated: 07/08/2021



(Signature of Declared Homestead Owner or Spouse)

JAMIE LYNN GALLIAN

(Printed Name of Declared Homestead Owner or Spouse)



(Signature of Declared Homestead Owner or Spouse)

JAMIE LYNN GALLIAN

(Printed Name of Declared Homestead Owner or Spouse)

(See Attached Acknowledgment)

IT
ZP
SB
PK

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 7/9/21 before me, Greg Buysman, Notary Public
(insert name and title of the officer)

personally appeared Janice Lynn Galligan
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 2/25/21 before me, Greg Buysman, Notary Public
(insert name and title of the officer)

personally appeared Samie Lynn Gollig
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Greg Buysman (Seal)

SECTION A - SMOKE DETECTOR AND WATER HEATER SEISMIC BRACING CERTIFICATION

California Health and Safety Code (HSC) Sections 18029.6 and 18031.7 require that on the date of transfer of title all used manufactured homes, used mobilehomes, and used multifamily manufactured homes: 1) be equipped with an operable smoke detector in each room designed for sleeping, and 2) all fuel-gas-burning water heater appliances be seismically braced, anchored, or strapped pursuant to existing codes. A declaration may be signed within 45 days prior to the date of transfer of title stating that these requirements have been met.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the unit in California or from issuance of a California Certificate of Title covering the same. I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 2/25/2021 at Huntington Beach CALIFORNIA
Jamie Lynn Sullivan its member J-SANDCASTLE CO LLC
 Signature Printed Name

SECTION B - RELEASING SIGNATURES

1a. _____ Date of Release 2/25/2021
 Releasing Signature of Registered Owner
 1b. _____ Date of Release _____
 Releasing Signature of Registered Owner
 2. _____ ☐ Release ☐ Retain * ☐ Assign Interest
 Legal Owner of Record (if any) sign and check appropriate box (* If Assign Interest is checked - Complete New Legal Owner Below)

SECTION C - NEW OWNER INFORMATION

NEW REGISTERED OWNER - Please Print or Type Clearly

3a. JAMIE LYNN SULLIVAN 3c. _____
 New Registered Owners Name New Registered Owners Name
 3b. J-SANDCASTLE CO LLC 3d. _____
 New Registered Owners Name New Registered Owners Name
 If more than one New Owner going onto title, please check the appropriate Co-owner term box.
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)
 (* If this box is checked-Complete HCD 476.6B)
☒ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship
 4. 16222 Monterey Ln #376 Huntington Beach, CA 92649
 Mailing Address of New Registered Owner City/State Zip Code
 5. 16222 Monterey Ln #376 Huntington Beach, CA 92649
 Actual Location Address of Unit City/State Zip Code
 6. _____ 2/25/2021
 Purchase Price or check box if Gift-☐ Purchase Date or Transfer Date
 7a. Jamie Lynn Sullivan 7c. _____
 Signature of New Registered Owners Signature of New Registered Owners
 7b. J-SANDCASTLE CO LLC Jamie Lynn Sullivan Member
 Signature of New Registered Owners Signature of New Registered Owners

NEW LEGAL OWNER - Please Print or Type Clearly

8a. _____ 8b. _____
 New Legal Owners Name New Legal Owners Name
 If more than one New Lender going onto title, please check the appropriate Co-owner term box below.
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)
 (* If this box is checked-Complete HCD 476.6B)
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship
 9. _____
 Mailing Address of New Legal Owner City/State Zip Code

NEW JUNIOR LIENHOLDER - Please Print or Type Clearly

10a. _____ 10b. _____
 New Junior Lienholder Name New Junior Lienholder Name
 11. _____
 Mailing Address of New Junior Lienholder City/State Zip Code

SECTION D - RELEASE OF DEALERS

12. _____
 Signature of Selling Dealer Print Dealers Name and Dealer Number

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 2/25/21 before me, Greg Buysman, Notary Public
(insert name and title of the officer)

personally appeared Samia Lynn Gellien
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Greg Buysman (Seal)

State of California
Department of Housing and Community Development
Division of Codes and Standards
Registration and Titling Program
P.O. Box 277820, Sacramento, CA 95827-7820
(800) 952-8356
www.hcd.ca.gov



MULTI-PURPOSE TRANSFER FORM

PLEASE COMPLETE ONLY THE SECTIONS THAT APPLY AND SIGN BOTTOM OF FORM

UNIT DESCRIPTION

Decal (License) No.(s): LBM1081

Serial No.(s): AC7V710394GA; AV7V710394GA

SMOKE DETECTOR AND CARBON MONOXIDE CERTIFICATION

I/We, the undersigned, hereby state that the manufactured home, mobilehome, or multifamily manufactured home described above is equipped with a properly working, operable smoke detector in accordance with California Health and Safety Code Section 18029.6 and a carbon monoxide detector in accordance to California Residential Code Section R315.

☒ YES ☐ NO

PARK PURCHASE FEE EXEMPTION

The registered owner of the above-described manufactured home/mobilehome that is located on private property owned by the registered owner is exempt from payment of the \$5 Park Purchase Fund (PPF) fee (Health and Safety Code Section 18114.1). If you feel you qualify for the exemption, complete the following questions:

- Do you (the registered owner) own your manufactured home/mobilehome? ☒ YES ☐ NO
- Do you (the registered owner) own the land your manufactured home/mobilehome is located on? ☐ YES ☒ NO

DESIGNATION OF CO-OWNER TERM

We request the Department of Housing and Community Development to register our ownership interest in the unit described above with the following co-owner term: **(READ CAREFULLY AND CHECK ONE BOX.)**

- ☐ **JTRS (Joint Tenants with Right of Survivorship):** Upon the death of a joint tenant, the interest of the deceased party passes to the surviving joint tenant. The signature of each joint tenant is required to transfer or encumber the title.
- ☒ **TENCOM AND (Tenants in Common with the names joined by the word AND):** Each tenant in common may transfer his or her individual interest without the signature of the other tenant(s) in common. The signature of each tenant in common is required to transfer full interest in the unit to a new registered owner or to encumber the title.
- ☐ **TENCOM OR (Tenants in Common with the names joined by the word OR):** Any one of the tenants in common may transfer full ownership interest in the unit to a new registered owner without the signature of the other tenant(s) in common. The signature of each tenant in common is required to encumber the title.
- ☐ **COMPRO (Community Property):** A unit may be registered as community property in the names of a husband and wife. The signature of each spouse is required to transfer full interest in the unit or encumber the title.
- ☐ **COMPRORS (Community Property with Right of Survivorship):** A unit may be registered as community property in the names of a husband and wife. At the death of one spouse, the decedent's community property interest passes to the surviving spouse without administration. The signature of each spouse is required to transfer full interest in the unit or encumber the title.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above described unit in California, or from, issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 02/25/2021 at HUNTINGTON BEACH, CALIFORNIA COUNTY OF ORANGE
Signature Jamie Lynn Gallian City _____ State _____
Signature _____ J-SANDCASTLE CO LLC, JAMIE LYNN GALLIAN,
PHONE #: (714) 321-3449 E-MAIL ADDRESS: jamiegallian@gmail.com
IT'S MEMBER

Decal (License) No.(s): LBM1081

Serial No.(s): AC7V710394GA; AC7V710394GA

DECLARATION OF INSTALLATION OF WATER HEATER SEISMIC BRACING

I/We the undersigned hereby state that all fuel gas-burning water heater appliances in the manufactured home, mobilehome, or multifamily manufactured housing described above are seismically braced, anchored, or strapped in accordance with Health and Safety Code Section 18031.7 and Part 5 of Title 24 of the California Code of Regulations.

☒ YES ☐ NO ☐ Electric water heater is installed per manufacturer's instructions.

SIGNATURE ON FRONT SIDE IS CERTIFICATION FOR THIS SECTION

REASON FOR USE TAX AND/OR MOBILEHOME RECOVERY FUND FEE EXEMPTION

Check appropriate box(es):

☐ The above-described unit was a gift. All rights and interest of ownership were transferred without exchange or money or other valuable consideration.

☒ The above-described unit has been acquired from: J-SANDCASTLECO LLC, JAMIE LYNN GALLIAN, ITS MEMBER
parents, spouse, grandparent(s), grandchild, child, brother(s)*, sister(s)*

☒ The name of a CO-OWNER is being ☒ ADDED ☐ DELETED to the record.
show relationship

☐ The above-described unit was received as the result of an inheritance.

☐ Transfer of the above-described unit is being made pursuant to a court order.

☐ The transfer of the unit is being made to a revocable trust which (1) the seller has an unrestricted power to revoke the trust, (2) the transfer does not result in any change in the beneficial ownership of the property, (3) the trust provides that upon revocation of the trust the property will revert wholly to the seller, and (4) the only consideration for the transfer is the assumption by the trust of an existing loan for which the tangible personal property being transferred is the sole collateral for the assumed loan.

*NOTE: A sale between brother(s) or sister(s) is subject to use tax unless both are minors. If minors, check here: ☐

SIGNATURE ON FRONT SIDE IS CERTIFICATION FOR THIS SECTION

DESIGNATION OF TRUST

I/We, the undersigned trustee(s), hereby state that the unit described above has been placed into a trust. This Declaration of Trust is dated _____.

In compliance with Section 18080.1(b) of the California Health and Safety Code, I/we as trustee(s) hereby request the unit described above be registered as shown below. I/We acknowledge that the Department's permanent title record and the titling documents for the unit will reflect the information as shown below.

Print Name of the Trust. This is how the name of the Trust will appear on title.

I/We as trustee(s) agree(s) to notify and make application with the Department of Housing and Community Development to appropriately amend the permanent registration and titling record immediately upon any change to the original trust agreement described herein by submitting this form along with all appropriate documents, fees or any other needed items to the Department.

I/We as trustee(s) further agree(s) to indemnify and save harmless the Director of the Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above described unit in California and from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ at _____
Date City State

Trustee Signature(s): _____

Street Address or P.O. Box _____
City State

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM
PO Box 277820 Sacramento, CA 95827
1-800-952-8356
www.hcd.ca.gov



NOTICE OF SALE OR TRANSFER

ATTENTION: THIS FORM IS TO BE USED ONLY WHEN YOU SELL OR TRANSFER YOUR MANUFACTURED HOME/MOBILEHOME OR COMMERCIAL MODULAR. AT THAT TIME COMPLETE, SIGN, AND RETURN TO THE ADDRESS STATED ABOVE TO REPORT THE CHANGE OF OWNERSHIP. A COMPLETE TRANSFER APPLICATION PACKET MUST BE SENT IN TO COMPLETE THE TRANSFER OF TITLE.

- SECTION I:** Enter the following information that describes your unit: Decal/License plate number(s), Serial(s) number, and Trade name of unit.
- SECTION II:** Enter the sale price and the date of sale/transfer including the month, day, and year.
- SECTION III:** Enter the full name and mailing address of the new owner/buyer(s).
- SECTION IV:** Enter date, city, and state indicating where and when this form is being executed. SELLER(S) MUST SIGN and print their names(s).

SECTION I. DESCRIPTION OF UNIT		
Decal Number(s)	Serial Number(s)	Trade Name
LBM1081	AC7V710394GA; AC7V710394GA	SKYLINE CUSTOM VILLA

SECTION II. SALE OR TRANSFER INFORMATION

For the sum of \$ 0 the receipt of which is hereby acknowledged, I/we did sell, transfer and deliver to the purchaser/owner named below, on 02/25/2021, my/our right title and interest in the unit described above.
Date of Transfer

SECTION III. NAME OF PURCHASER/NEW OWNER

Name:
JAMIE LYNN GALLIAN AND J-SANDCASTLE, CO LLC

Address:
16222 MONTEREY LN #376

City: HUNTINGTON BEACH	State: CALIFORNIA	Zip Code: 92649-0000
---------------------------	----------------------	-------------------------

SECTION IV. CERTIFICATION AND RELEASE OF SELLER(S)

I/We certify under penalty of perjury under the laws of the State of California that: 1) I/we are the lawful owner(s) of the unit, and 2) I/we have the right to sell it, and 3) I/we guarantee and will defend the title to the unit against the claims and demands of any and all persons arising prior to this date, and 4) the unit is free of all liens and encumbrances.

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed On 02/25/2021 at HUNTINGTON BEACH, CALIFORNIA
Date City State

Signature of Seller: Jamie Lynn Gallian, It's never.

Signature of Seller: _____

Printed Name(s): J-SANDCASTLE CO LLC

LZ

Rancho Del Rey Mobile Home Estates
16222 Monterey Ln. OFC
Huntington Beach, CA 92649
(714)846-1429

Unpaid Amounts - Rent & Utilities

Billing Period: 4/1/2020 - 8/1/2021

Name: Gallian, Jamie
Space: SPC 376

	Charged Total	Paid	Due	%
Rent	\$24,460.00	\$0.00	\$24,460.00	0.00%
Electric	\$1,379.42	\$0.00	\$1,379.42	0.00%
Gas	\$718.20	\$0.00	\$718.20	0.00%
Water	\$387.61	\$0.00	\$387.61	0.00%
Sewer	\$338.25	\$0.00	\$338.25	0.00%
Garbage	\$322.50	\$0.00	\$322.50	0.00%
Utility Total	\$3,145.98	\$0.00	\$3,145.98	0.00%
All Charges	\$27,605.98	\$0.00	\$27,605.98	0.00%

BANK OF AMERICA

Cashier's Check

No. 1161518213

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

91-170/1221

Date 11/05/21 02:39:31 PM

SPRINGDALE/EDINGER

0006 0000961 0132

Pay



BANK OF AMERICA
SEVEN NINE
ONE THREE ZERO CTSCS

****\$13,709.45****

**Thirteen Thousand Seven Hundred Ni
To The
Order Of

RANCHO DEL REY MOB

MEMO: 11-1-2018 03-31-2

Remitter (Purchased By): J-PAD, LLC

Bank of America, N.A.
PHOENIX, AZ

JAMIE L GALLIAN
16222 MONTEREY LN SPC 376 714-321-3449
HUNTINGTON BEACH, CA 92649-2258

5202
DATE 11.5.2021 2-8152/2710 00

PAY TO THE ORDER OF

Rancho Del Rey MHE \$ 3258.00
Three thousand two hundred fifty eight and 00/100

ALLIANT

Chicago, Illinois

MEMO

27 108 15 28 14 100 270 5560 18 5 20 2

Payment History

Date Reference

June 2021 Tenant ID 34070
November 2021 - Amount Approved, Funded

\$ 24,301.55

Ground Rent - Lot 376, Tract 10542, Unit 4

November 1, 2018 - December 31, 2021 (38 months @ \$ 1,086.00)

\$ 41,268.00

Case ID 328768 CA Covid-19 Amount Funded

< \$ 24,301.55 >

Balance Remaining to bring Ground Lot 376 current thru 12/31/2021

\$ 16,966.45

① Check No. BA 1161518213 \$13,709.45
② Check NO. 5202 3258
ALLIANT

Check # 2757

14
MIE L GALLIAN
4476 ALDERPORT DR
HUNTINGTON BEACH, CA 92649-2288
22690
2757
DATE 7/17/18 2-81522710
465
PAY TO THE ORDER OF: Expense Account \$ 500.00
Five Hundred 00/100 DOLLARS
ALLIANT.
credit union
Chicago, Illinois
MEMO: #108 [Signature] 2757
⑆ 27 108 15 28 ⑆ 14 100 2705560 ⑆ 8 ⑆ 2757

For Deposit only to
account 555019742
R/T: 122016066

EXPRESS ESCROW COMPANY - ESCROW TRUST ACCOUNT

8/23/2018

22690-PH

Payee Name: Jamie Gallian
Payee Address: 4476 Alderport Drive, Huntington Beach, CA 92649
Buyer/Seller: Jamie Gallian/5 Star Homes
Property Address: 16222 Monterey Lane #108, Huntington Beach, CA 92649
Reference: Escrow Cancellation
Comments:

402058
402058

\$500.00

[Print to PDF](#)

For Sale

16222 Mon

Listing #1988848

Sales Price: \$273,500

Contact Information:

Thanya Hansen
5 Star Homes
(714) 308-7735 (Cell)
<https://www.mhvillage.com/1988848>

Home Information:

2007 Palm Harbor Manufactured Home
1540 sq.ft. 3 Beds 2 Baths

Serial Number: TBD

Lot Rent: \$1325 / month



Home Features:

This home includes the following features: shingled roof, hardboard siding, drywall ceilings, drywall walls, gas heating, carport, storage shed, patio, thermopane windows, cathedral ceiling, ceiling fan, skylight, fireplace, central air, walk-in closet, laundry room, pantry, garden tub, garbage disposal, microwave, oven, refrigerator, dishwasher.

THIS HOME HAS A FABULOUS OVER SIZED LOT WITH A PERGOLA AND LOTS OF FOLIAGE*CORNER LOCTION IN SECTION ONE 100 AMP SERVICE*GREAT OPPORTUNITY TO RELAX AND ENJOY OR LARGE ENOUGH FOR ENTERTAINING*NEW LAMINATE FLOORING, NEW INTERIOR PAINT*EXTERIOR PICTURES FOR NOW, WILL INPUT INTERIOR PICTURES ASAP*CALL THANYA FOR SHOWING AND PARK INCOME AND OCCUPANY REQUIREMENTS*2 INDOOR PETS, DOGS TO BE EITHER 22 LBS OR 15INCHES AT THE SHOULDER*MAY WALK THRU THE PARK ON LEASH*DOG RELIEF STATIONS ON MONTEREY*SPACE RENT \$1325 FOR 2018... THANYA 714-308-7735

See <https://www.mhvillage.com/1988848> for more information.



Cell 714 308-7735
Fax 714 377-1035
THansen@socal.rr.com
www.MHVillage.com
www.ThanyaHansen.com
HCD License #1231425

Home Address:

Rancho Del Rey Mobile Estates
16222 Monterey Lane #108
Huntington Beach, CA 92649

Information on this flyer is believed accurate but should be verified before making any decisions.

Powered By **MHVillage**



www.5starhomes.com



Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
 - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- * Placing a Stop Payment on a Cashier's Check
 - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
 - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK**

Customer Copy

1085733953

11/17/2018

Void after 7 years

Remitter: SATISFACTION CJC-1013582/J-SANDCASTLE CO, LLC

\$ 8,743.07 ****

Pay To The Order Of: RDR MOBILE HOME ESTATES
16222 WARMINGTON SP-376 HUNTINGTON BEACH

Drawer: JPMORGAN CHASE BANK, N.A.

NON NEGOTIABLE

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



CASHIER'S CHECK

Date 11/17/2018

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

1085733953 91-2
Void after 7 years 1221

Remitter: SATISFACTION CJC-1013582/J-SANDCASTLE CO, LLC

Pay To The Order Of: RDR MOBILE HOME ESTATES
16222 WARMINGTON SP-376 HUNTINGTON BEACH

Pay: EIGHT THOUSAND SEVEN HUNDRED FORTY THREE DOLLARS AND 07 CENT **\$** 8,743.07 ****

Drawer: JPMORGAN CHASE BANK, N.A.

Sol Gindi

Sol Gindi, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Phoenix, AZ



Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Do not write outside this box

⑈ 1085733953 ⑈ ⑆ 122100024⑆ 806002234⑈

HISTORY OF RANCHO DEL REY

Cliff and Vern Houser bought 60 acres in 1949, soon after they returned from the U.S. Navy. It was after World War II that they bought this land from Mr. Davidge, who owned it prior to WWII. Our property was in the center of the area that surrounded the duck hunting clubs. During the winter months, ducks and geese flew from the north through our area en route to Mexico the escape to cold. The hunting clubs were privately owned by wealthy people from the Los Angeles area. As was typical of clubs of this type and in this era, wives were not welcome, but girlfriends were invited. Mr. Davidge bought this piece of property that we now own, so that the women in his family could hunt. His idea was to pasture his race horses here in the off season, and hunt ducks during the hunting season. He gave up the idea after the war and sold the property to Cliff and Vern.

Adjoining our 60 acres to the west was the Lomita Gun Club which is now Huntington Harbour. Adjacent to the east was 60 acres called the Sunrise Gun Club, and next to that was the Blue Bill Gun Club, which was also 60 acres and extended to Bolsa Chica Road.

The hunting clubs quit hunting ducks and Cliff and Vern leased these places, leveled the ground and planted lima beans, chili peppers and canning tomatoes, until the housing developers came into the picture, approximately in 1963. (see the large framed photo in the office)

Our 60 acres, along with several other places scattered around in the Huntington Beach and Westminster area were the Houser Brothers Ranch, comprising of 550 acres. Edinger Avenue was known as Smeltzer Avenue and at this time was a one lane dirt road with a locked gate at Bolsa Chica Road.

Soon after Russia shot off their spaceship "The Sputnik", the U.S. delved into the space program to play catch-up. Cliff and Vern leased twenty acres of land, all funded by the government for a secret experimental radio tracking station, to TRW. This is why you see the electric poles set in different diamond shapes with a wire stretched from pole to pole at the top. From here, radio beams were sent out to track spaceships. This was parallel to Edinger Avenue and is what is now the Huntington Gables Condominiums and Unit #4 of Rancho del Rey.

Cliff and Vern along with two other brothers, Bob and Bill Heil, whose family the Heil Street is named after, formed the Bell Farms of Huntington Beach and together they raised and shipped cauliflower, bell peppers and string beans to Los Angeles, Chicago and New York.

As the housing took over the farm lands, Cliff and Vern decided to keep 60 acres and build on it themselves. This was the beginning of Rancho del Rey. Ground breaking took place on January 13, 1965.

**RANCHO DEL REY OVER 55 MANUFACTURED HOME
PARK**

***Qualifying and Occupancy Requirements
16222 Monterey Lane
Huntington Beach***

General Information:

- *Prospective residents must submit a park application with attached proof of income prior to opening escrow*
- *Person/s to occupy the home must verify income of \$3786 per month, renting of property or sub-letting is not allowed*
- *Park may only use income of owner/occupant 55 or over*
- *Income verification must be in the form of copies of direct deposit, bank statements showing source, social security, retirement, pay stubs, etc. Funds/savings in an account is not income.*
- *May submit Income Tax Statement for alternate verification of income*
- *One owner 55 or over, others 18 or over*
- *Park allows two small indoor pets, dogs 22 lbs OR 15 in at shoulder*
- *Dogs must be on leash at all times, no solid fencing, privacy screens are allowed*
- *Monthly space rent is \$1325 for 2018, plus utilities. Space rent increases each year between 2%-4%.*
- *Mandatory meeting with manager of all occupants for Rules and Regulations for final park approval, week day appointments only*
- *Obtaining a loan or paying cash for a home is separate from qualifying for park income requirement. If obtaining a loan the amount of the mortgage payment will be added to the park's income requirement * 5 Star Home Lending Richard Herr/714 891-6383*

J-SANDCASTLE CO, LLC
714-321-3449

November 19, 2018

Rancho Del Rey
Mobile Home Estates.
16222 Monterey
Huntington Beach, CA 92649

Attn: Ms. Kathryn Curtiss

Dear Ms. Curtiss,

Than you for the opportunity to submit this application for residency in the RDR Mobile Home Estates.

I have been looking for several months in the park. With no luck finding a unit that was the size I wanted or the amenities I desired, Five Star returned my \$500.00 several weeks ago.

I looked many times at unit 376, and I believe I have found a beautiful model I can enjoy.

J-Sandcastle Co, LLC entered into a soft purchase contract with Ms. Ryan on November 1, 2018.

J-Sandcastle Co. LLC has satisfied the Property Tax Liabilities and has successfully obtained Tax Clearance Certificate from the County of Orange Tax Assessor.

J-Sandcastle Co, LLC entered into Sales Contract with Ms. Ryan on November 15, 2018.

On November 16, 2018, after J-Sandcastle Co., LLC satisfied the outstanding debt owed by Ms. Ryan, Ms. Ryan and J-Sandcastle Co. LLC successfully

executed Transfer of title of the home known as 16222 Monterey Lane Sp 376
Huntington Beach CA.

J-Sandcastle Co. LLC would like to submit payment in satisfaction of the
judgment entered in favor of Houser Bros Co by Cashiers Check attached in
the amount \$ 8,743.07. I fully anticipate there will be accruing rents due
from October 18, 2018 to close the previous tenants account.

J-Sandcastle Co., LLC and Jamie L Gallian, anxiously await your review of
the attached documents for occupancy and residency.

Ms. Gallian and Ms. Ryan have agreed to a peaceful transition and we wish
Ms. Ryan well.

J-Sandcastle Co LLC has obtained Ms. Ryan's cooperation in vacating the
home. Ms. Ryan has signed and entered into agreement with a commitment
to me that she will continue moving out of the home and the home will be
vacated completely by Ms. Ryan on or before Sunday, November 25, 2018.

On Monday, November 26, 2018, Ms. Ryan's realtor First Team Real Estate,
Agent Nickie Hoover, will conduct a Final walk through of the home with J-
Sandcastle Co, LLC, Jamie Gallian and Ms. Ryan.

On or before November 26, 2018, J-Sandcastle Co. LLC and Jamie Gallian
respectfully requests consideration and would like to enter into a lease
agreement with RDR Mobile Home Estates for residency.

Thank you for time in consideration of the foregoing.
If you have any questions or concerns, please feel free to contact me at your
earliest convenience.

Yours truly,

J-SANDCASTLE CO., LLC

J-Sandcastle Co. LLC

Jamie L Gallian

Its Member, Jamie L. Gallian

APPLICATION FOR RESIDENCY



Western
Manufactured Housing Communities
Association

(Each person desiring residency must complete a separate application.)

IN Rancho Del Rey Mobile Home Estates
(Community Name)

Personal

Name of Person Making Application: J-Sandcastle Co., LLC Jamie Gallian, Its Member

Phone Number: 714-321-3449

Date (of application): 11-18-18

Present Address: 5782 Pinon Drive Huntington Beach, CA 92649

City State Zip

Social Security Number: EIN 83-2453659 Driver's License Number: _____

Email: jamiegallian@gmail.com Date of birth: _____

Name(s) of Other Person(s) Who Will Be Occupying Homesite: Jamie L Gallian DOB 11-16-1962 56yo

Relationship(s): J-Sandcastle Co., LLC Jamie Gallian, Its Member

Social Security Number(s): 550-49-3936

Driver's License Number(s) V8040742

Previous Residency

Present Landlord or Mortgage Co.: Henry Newton Yrs. < 1 yr

Address: 6641 Beachview Dr. Huntington Beach, CA 92649 Phone: 714-615-3574
(City) (State) (Zip)

Monthly Rent or Mortgage Payment: \$ 3400.00 plus utilities

Prior Landlord or Mortgage Co.: _____ Yrs. _____

Address: _____ Phone: _____
(City) (State) (Zip)

Monthly Rent or Mortgage Payment: _____

Have you ever been asked to terminate your residency elsewhere or have you ever been evicted? ☐ Yes ☒ No

If yes, please explain: _____

Have you ever lived in a mobilehome park before? ☐ Yes ☒ No

If yes, please explain: _____

Address: _____

Dates of Residency: _____

Amount of Last Rent: _____



APPLICATION FOR RESIDENCY

Page 2

Vehicles

Number of Automobile(s): 2 Boat(s): _____ Other _____

We must have complete descriptions of all vehicles:

Make: CIVIC Model: Honda Year: 2001 License No.: 7UJZ768 State: CA

Financed By: _____ Address: _____ Phone: _____

Make: Sportage Model: Kia Year: 2011 License No.: 6RMM094 State: CA

Financed By: _____ Address: _____ Phone: _____

Make: _____ Model: _____ Year: _____ License No.: _____ State: _____

Financed By: _____ Address: _____ Phone: _____

Employment

Employer: United Airlines Phone: 310-431-2807

Address: 8 World Way City: Los Angeles State/ZIP: CA 90045

Position: Flight Attendant Gross Monthly Salary: \$ 4,873.00

Immediate Supervisor: Brian Gaughan Length of Employment: Yrs. 19 Mos. _____

If not employed, please provide source and amount of means of financial support:

Financial

Name of Bank: Chase Bank City: Huntington Bch Acct. No.: 351897860

☒ Checking ☐ Savings ☐ Loan

Name of Bank: _____ City: _____ Acct. No.: _____

☐ Checking ☐ Savings ☐ Loan

Credit Card: _____ Acct. No.: _____ How Long: _____

Credit Card: _____ Acct. No.: _____ How Long: _____

Credit Card: _____ Acct. No.: _____ How Long: _____

Net Worth (from back page): \$ 471,600

References

Business: Name: QIP Management City: Newport Beach Phone: 949-677-6666

Name: M Ahsan Shahid City: Orange Phone: 714-921-9550

Personal: Name: Ron Pierpont City: Orange Phone: 909-202-3145

Name: Justin Barclay City: Rialto Phone: 909-631-6668



APPLICATION FOR RESIDENCY

Page 3

Emergency

Person(s) to notify in case of an emergency (other than co-resident):
Name: Steve Gallian Relationship: Son
Address: 821 W. 16th Street City: Costa Mesa
State/ZIP: CA Phone Number: 949-677-7674

Approved Animals

If you have dogs and/or cats, please provide the following information:

Name	Age	Type	Color/Description	Height	Weight
<u>Ammie</u>	<u>2</u>	<u>Terrier</u>	<u>White</u>	<u>7"</u>	
<u>Jetta</u>	<u>14</u>	<u>Beagle</u>	<u>Tri-Color</u>	<u>12"</u>	

Home or Recreational Vehicle to Occupy Homesite

Make/Model: _____ Net Size: _____ Length: _____ Width: _____ Height: _____
Year: _____ Breaker Size: _____ amps. License or Decal No.: _____
Serial No.: _____ Value: _____
Financed by: _____
Current Location: _____
Legal Owner Name/Address: _____
Registered Owner Name/Address: _____
Junior Lienholder Name/Address (if any): _____

The following paragraph should be completed by management and initialed by the prospective resident in the event the park has established minimum age requirements. If there are no age requirements for occupancy, the paragraph should be crossed out.

The undersigned understands and acknowledges that this Park is a "housing for older persons" park with a minimum age requirement of 55 years of age or older for at least one resident and a minimum age requirement of 18 years of age or older for all other residents. The undersigned hereby represents that the person(s) making application to reside in the park meet the age requirement. JSC, LLC

The undersigned requests the management to check the above credit references and representations. The undersigned acknowledges that in the event a rental agreement is executed by both the management and the undersigned, it is subject to approval by the management of the undersigned's mobilehome or recreational vehicle as provided in the Rental Agreement.

The undersigned represents and warrants that the above information is true and correct and has been made for the purpose of informing the management of the park. The management has permission to verify any and all information offered on this application. In the event of any misrepresentation by applicant, management will have grounds to cancel any agreement entered in reliance upon the misrepresentation.



CONSENT TO OBTAIN CONSUMER CREDIT REPORT



Western
Manufactured Housing Communities
Association

The undersigned hereby authorizes Rancho Del Rey Mobile Home Estates to obtain a credit report
(Name of park)
based upon the information provided in the undersigned's *Application for Tenancy*, and to share any necessary
personal information from the undersigned's application documents with any credit reporting agency or their
affiliates.

SO AGREED:

Dated: 11/18/18

J-Sandcastle Co., LLC

Jamie Gallian, Its Manager

(Applicant)

Jamie L Gallian

Dated: _____

(Applicant)

Dated: _____

(Applicant)



Copyright © 2014. WMA.

PRIVACY STATEMENT FORM



Western
Manufactured Housing Communities
Association

At

Rancho Del Rey Mobile Home Estates

(Name of Community)

we are committed to safeguarding all nonpublic personal information that we may collect during the application process or at any time during your tenancy. We use this information initially for the sole purpose of evaluating your application for residency. Occasionally we use nonpublic personal information in order to collect a debt, for example, when a resident fails to pay the rent.

We collect nonpublic personal information about you from the following sources:

Information we receive directly from you, on forms, and in other communications to or with us, whether in writing, in person, by telephone or any other means.

Information we receive from other sources such as current and former landlords, current employers credit reporting agencies and resident screening services.

The community values your privacy and does not disclose nonpublic personal information to anyone, except as permitted or required by law, or as reasonably necessary in order to establish your identity when communicating with others as discussed above.

We restrict access to nonpublic personal information about you to only those persons who need to know that information in order to perform their job duties. Further, we maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

The undersigned Resident, or prospective Resident, hereby acknowledges receipt of a copy of this notice.

Jamie L Gallian

DATED: 11/18/18

J. Sandcastle Co., LLC

Jamie L. Gallian, Its MEMEBER

DATED: _____



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

J SANDCASTLE CO LLC
JAMIE LYNN GALLIAN SOLE MBR
5782 PINON DR
HUNTINGTN BCH, CA 92649

Date of this notice: 11-07-2018

Employer Identification Number:
83-2453659

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-2453659. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is JSAN. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

United Airlines Inc.
16th Floor - HSCPZ
609 Main Street
Houston, TX 77002
Ph: 877/825-3729

Pay Group: SMF-Semimonthly Flt
Attendants
Pay Begin Date: 08/31/2018
Pay End Date: 09/30/2018



Thanks for all you do for United !

Advice #: 000000013660933
Advice Date: 10/17/2018

Jamie Lynn Gallian

Employee ID: 270556
Department: 7606-INFLT ASSIGNMENT-LAX
Location: Los Angeles, California
Job Title: Flight Attendant - Domestic

TAX DATA: Federal CA State
Marital Status: Single Married
Allowances: 0 0
Addl. Pct: 0
Addl. Amt: 0

HOURS AND EARNINGS

Description	Current			YTD		
	Rate	Hours WKD	Oth Hours	Earnings	Hours	Earnings
Quarterly Operations Ince				25.00		450.00
Off-Set				0.00		0.00
Flight Advance				0.00		3,205.66
Flight Advance Recovery				0.00		0.00
* Imputed Income - Life				0.00		0.40
Per Diem Pay Non Taxable				0.00		1,939.76
Per Diem Pay Taxable				0.00		134.83
Profit Sharing				0.00		981.68
Regular Pay				0.00		29,230.34
Sick Pay				0.00	32.00	2,039.60
Vacation				0.00	67.02	4,238.34
Future Vacation - FLT BID				0.00	13.00	822.12
TOTAL:		0.00	0.00	25.00	112.02	43,042.33

* Denotes Excluded From Earnings Total

TAXES

Description	Current	YTD
Fed Withholding	5.50	5,759.26
Fed MED/EE	0.36	\$79.57
Fed OASDI/EE	1.55	2,478.17
CA Withholding	2.56	1,080.33
CA OASDI/EE	0.25	399.70
TOTAL:	10.22	10,297.03

BEFORE-TAX DEDUCTIONS

Description	Current	YTD
Dental - Pre Tax	0.00	106.52
Medical - Pre Tax	0.00	920.35
Vision Care Pre Tax	0.00	110.97
401(k) Deferral	0.00	314.30

AFTER-TAX DEDUCTIONS

Description	Current	YTD
GUL - Dependent Post Tax	0.00	77.61
GUL - Employee Post Tax	0.00	1,084.83
401(k) Loan 1	0.00	6,996.38
401(k) Loan 2	0.00	3,033.29
AFA Dues	0.00	400.00
	0.00	3,174.00
	0.00	18.00
	0.00	-399.82

EMPLOYER PAID BENEFITS

Description	Current	YTD
-------------	---------	-----

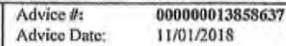
TOTAL:	0.00	1,452.14	TOTAL:	0.00	14,384.29	TOTAL:	
TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY			
Current	25.00	25.00	10.22	0.00	14.78		
YTD	43,042.33	39,656.12	10,297.03	15,836.43	16,908.87		

NET PAY DISTRIBUTION

Payment Type	Account Type	Account Number	Deposit Amount
Advice #000000013660933	Checking	xxxx6018	\$14.78
TOTAL:			\$14.78

NON-NEGOTIABLE

Pay Group:	SMF-Seminmonthly Ftl
Attendants	
Pay Begin Date:	10/01/2018
Pay End Date:	10/15/2018



Jamie Lynn Gallian

TAX DATA:	Federal	CA State
Marital Status:	Single	Married
Allowances:	0	0
Addl. Pct:	0	
Addl. Amt:	0	

TAXES

* Denotes Excluded From Earnings Total

TOTAL:		49.88	1,551.90	TOTAL:	688.56	15,594.80	TOTAL:	
	TOTAL GROSS		FED TAXABLE GROSS		TOTAL TAXES		TOTAL DEDUCTIONS	NET PAY
Current	3,205.65		3,155.77		861.09		738.44	1,606.12
YTD	46,842.63		43,016.95		11,180.94		17,146.70	18,514.99

NET PAY DISTRIBUTION			
Payment Type	Account Type	Account Number	Deposit Amount
Advice #000000013858637	Checking	xxxx6018	\$1,606.12
TOTAL:			\$1,606.12

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United Airlines Inc.
16th Floor - HSCPZ
609 Main Street
Houston, TX 77002
Ph: 877/825-3729

Pay Group: SMF-SemiMonthly
Pit Attendants
Pay Begin Date: 10/01/2018
Pay End Date: 10/30/2018



Thanks for all you do for United !

Advice #: 000000030559123
Advice Date: 11/16/2018

Jamie Lynn Gallian

Employee ID: 270556
Department: 7606-INFLT ASSIGNMENT-LAX
Location: Los Angeles, California
Job Title: Flight Attendant - Domestic

TAX DATA: Federal CA State
Marital Status: Single Married
Allowances: 0 0
Addl. Pct:
Addl. Amt:

HOURS AND EARNINGS						TAXES		
Description	Current			YTD			Current	YTD
	Rate	Hours WKD	Oth Hours	Earnings	Hours	Earnings		
Flight Advance				-3,205.65		0.01	0.00	6,255.52
Regular Pay				791.70		791.70	0.00	628.30
Per Diem Pay Taxable				47.48		182.31	0.00	2,686.54
Flight Advance Recovery				2,366.47		2,366.47	0.00	1,177.27
Quarterly Operations Inco				0.00		450.00	0.00	433.31
Off-Set				0.00		0.00		
Imputed Income - Life				0.00		0.40		
Per Diem Pay Non Taxable				0.00		2,279.47		
Profit Sharing				0.00		961.68		
Regular Pay				0.00		32,432.93		
Sick Pay				0.00	36.00	2,297.60		
Vacation				0.00	67.02	4,238.34		
Future Vacation - FLT BID				0.00	13.00	822.12		
TOTAL:		0.00	0.00	0.00	116.02	46,842.63	0.00	11,180.94

* Denotes Excluded From Earnings Total

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Dental - Pre Tax	0.00	115.80	AFA Dues	0.00	450.00			
Medical - Pre Tax	0.00	1,000.93	GIUL - Dependent Post Tax	0.00	83.58			
Vision Care Pre Tax	0.00	120.87	GIUL - Employee Post Tax	0.00	1,183.25			
401(k) Deferral	0.00	314.30	401(k) Loan 1	0.00	7,853.36			
			401(k) Loan 2	0.00	3,232.43			
				0.00	3,174.00			
				0.00	18.00			
				0.00	-399.82			
TOTAL:	0.00	1,551.90	TOTAL:	0.00	15,594.80	TOTAL:		
TOTAL GROSS			FED TAXABLE GROSS			TOTAL DEDUCTIONS		
Current	0.00		0.00	0.00		0.00		0.00
YTD	46,842.63		43,016.95	11,180.94		17,146.70		18,514.99

NET PAY DISTRIBUTION			
Payment Type	Account Type	Account Number	Amount
TOTAL:			0.00

NON-NEGOTIABLE

IN RE JAMIE LYNN GALLIAN, Debtor, CH. 7 - CASE NO. 8:21-bk-11710-SC

Original Schedule 7/9/2021-Doc 1; First Amendment 9/7/21-Doc 15;

Subsequent Amendments 9/22/21-Doc 16-17 ; 10/14/21-Doc 22 ; 11/16/21-Doc 37;

11/22/21-Doc 38; 11/23/21-Doc 39; 12/1/21-Doc 42; 3/11/22-Doc 72; 3/15/22-Doc 75.

Schedules	Sch. A/B re: Property	Sch. A/B re: J- Sandcastle LLC	Sch. A/B re: J- Pad, LLC	Sch. D re: liens
Original Schedules , filed July 9, 2021, as Docket #1, Gallian Decl. Ex. 2	Debtor scheduled a \$235,000 interest in the Property, noting: "Registered Title with HCD Debtor's single member LLC, J-Sandcastle Co, LLC."	Debtor scheduled a 100% interest in J-Sandcastle LLC. According to Debtor, "Purpose is to hold Registered title with HCD, to Debtor's primary residence."	Debtor scheduled a 33.33% interest in J-Pad, LLC, noting: "only purpose is to hold a note and UCC-1 filing on Debtor's primary residence."	Schedule D listed a \$175,000 secured claim of J-Pad, LLC and Pierpont against the Property perfected August 20, 2020.
First Amendment Schedules , filed September 7, 2021, as Docket #15, Gallian Decl. Ex. 3	Debtor scheduled a \$235,000 interest in the Property, indicating: "Registered Owner, Jamie Lynn Gallian with HCD perfected 2/25/2021."	Debtor scheduled a 100% interest in J-Sandcastle LLC. According to Debtor: "Original purpose of LLC was to hold HCD Registration to	Debtor scheduled a 33.33% interest in J-Pad, LLC, with the following information: "Entity Assets include . . . Certificate of Title with HCD,	No amended schedule D was filed.

		Debtor's residence. HCD Registration was transferred to debtor on 2/25/2021."	perfected 1/14/2019, LBM 1081; 2014 Skyline Custom Villa Manufactured Home UCC-1 Manufactured Home Financing Statement perfected 1/14/2019, against personal property located at 16222 Monterey Lane, Space 376, Huntington Beach, CA 92649."	
Second Amendment Schedules, filed September 22, 2021, as Docket #s 16-17, Gallian	Debtor scheduled a \$235,000 interest in the Property, indicating: "HCD COT Registration	Debtor scheduled a 100% interest in J-Sandcastle LLC, indicating: "Debtor	Debtor scheduled a 1/7 interest in J-Pad, LLC, noting: "Only purpose is to hold HCD	Debtor's Schedule D included a \$175,000 secured claim of J-Pad, LLC;

Decl. Ex. 4	transferred 2/25/2021, from J-Sandcastle Co LLC Debtor's single member LLC, to Debtor . . . Debtor Homestead Declaration filed with OC Clerk Recorder 7/9/2021@12:48 p.m."	Purchased home on 11/1/2018 . . . HCD Registered to J-Sandcastle Co LLC. . . . J-Sandcastle Co LLC transferred Registration to Jamie Lynn Gallian, perfected with HCD 2/25/2021"	Certificate of Title, perfected 1/14/2019 of debtors primary residence"	Steven and Brian Gallian; EJ Gallian; Justin Barclay; Pierpont; Robert Pierpont; and Debtor, against the Property.
Third Amendment Schedules, filed October 14, 2021, as Docket #22, Gallian Decl. Ex. 5	Debtor scheduled a \$275,000 interest in the Property, indicating: "Title/Registration through HCD; LBM 1081 to Debtor."	Debtor scheduled a 100% interest in J-Sandcastle LLC, adding: "Note payable in the approximate amount of \$225,000.00, dated 11/16/2018,	Debtor scheduled a 70% interest in J-Pad, LLC, indicating: "J-Pad, LLC holds COT perfected with HCD. Holder of UCC-1, perfected 1/14/2019, secured Note	Debtor's Schedule D included a \$225,000 secured claim of J-Pad, LLC, and Steven and Brian Gallian against the Property.

		secured by UCC-1, perfected 1/14/2019. . . .”	receivable \$225,000.00. . . .”	
Fourth Amendment Schedules, filed November 16, 2021, as Docket #37, Gallian Decl. Ex. 6	Debtor scheduled a \$235,000 interest in the Property.	Debtor scheduled a 100% interest in J-Sandcastle LLC, indicating: “Original purpose of LLC was to hold HCD Registration to Debtor’s residence. HCD Registration was transferred to debtor on 2/25/2021”	Debtor scheduled a 33- 1/3% interest in J-Pad, LLC, noting: “J-Pad, LLC Holder of COTA perfected 1/14/2019. UCC-1 AD filed 1/14/2019, 30- yr. Manufactured Home Transaction secured by LBM1081, located on APN 178-011-16, Tract 10542, Unit 4, Lot 376. J-Pad, LLC Holder of	No amended Schedule D was filed.

			Security Agreement, dated 11/16/18, Promissory Note (\$175,000 & \$88,000). Matures 2048. . . . Debtor manages 100%.”	
Fifth Amendment Schedules, filed November 22, 2021, as Docket #38, Gallian Decl. Ex. 7	Debtor scheduled a \$235,000 interest in the Property, indicating that the Property was “Registered to Debtor” with “HCD COTA perfected 1/14/2019.”	Debtor scheduled a 100% interest in J-Sandcastle LLC, adding: “Original purpose of LLC was to hold HCD Registration to Debtor’s residence. HCD Registration was transferred to debtor on 2/25/2021”	Debtor scheduled a 100% interest in J-Pad, LLC, noting: “J-Pad, LLC, Holder of COTA perfected 1/14/2019.”	No amended Schedule D was filed.
Sixth Amendment	Debtor scheduled	Debtor	Debtor	No amended

Schedules, filed November 23, 2021, as Docket #39, Gallian Decl. Ex. 8	a \$235,000 interest in the property, stating that the Property was "Registered to Debtor. HCD COTA perfected 1/14/2019."	scheduled a 100% interest in J-Sandcastle LLC, with the same note as in the Fifth Amended Schedules.	scheduled a 100% interest in J-Pad, LLC, with the same note as in the Fifth Amended Schedules.	Schedule D was filed.
Seventh Amendment Schedules, filed December 1, 2021, as Docket #42, Gallian Decl. Ex. 9	No amended Schedule A/B was filed.	No amended Schedule A/B was filed.	No amended Schedule A/B was filed.	Debtor's Seventh Amended Schedules list a \$225,000 secured claim of Debtor and Steven and Brian Gallian against the Property.
Eighth Amendment Schedules, Filed March 11, 2022, as Docket #72, Gallian Decl. Ex. 10	Debtor scheduled a \$235,000 interest in the Property.	Debtor scheduled a 100% interest in J-Sandcastle LLC, noting, among other things, "Debtors	Debtor scheduled a 100% interest in J-Pad, LLC, which she valued at \$500.	No amended Schedule D was filed.

		[sic] primary residence is 16222 Monterey Ln. Unit 376”		
Ninth Amendment Schedules, Filed March 15, 2022, as Docket #75, Gallian Decl. Ex. 11	No Amended Schedule A/B was filed.	No Amended Schedule A/B was filed.	No Amended Schedule A/B was filed.	Debtor scheduled a \$0 claim against the Property held by the Orange County Assessor; a \$46,138 claim against the Property held by Janine Jasso regarding an Orange County Superior Court (“OCSC”) judgment; \$0 claims against the Property held by Jennifer Paulin, Lindy Beck, Lori

				Burrett, Lee Gagnano, and Theodore Phillips, regarding OCSC judgments; a \$9,265 claim against the Property held by the Huntington Beach Gables Homeowners Association regarding an OCSC judgment; a \$319,653.59 claim against the Property held by the Huntington Beach Gables Homeowners Association regarding an OCSC
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				judgment; a \$0 claim against the Property held by BS Investors LP; a \$0 claim against the Property held by Houser Bros.; a \$0 claim against the Property held by S4, a California Limited Partnership; a \$46,138 claim against the Property held by Huntington Beach Gables Homeowners Association regarding an OCSC judgment; a \$319,653.19
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				claim against the Property held by the Huntington Beach Gables Homeowners Association regarding an OCSC judgment; a \$3,070 claim against the Property held by the Huntington Beach Gables Homeowners Association regarding an OCSC judgment; a \$13,229.34 claim against the Property held by the People of the State of
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				California regarding an OCSC judgment; and a \$13,229.34 claim against the Property held by Janine Jasso for civil attorney's fees regarding an OCSC judgment.
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STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS



Title Search

Date Printed: Jul 27, 2021

Decal #: LBM1081 Use Code: SFD
Manufacturer: SKYLINE HOMES INC Original Price Code: BVH
Tradename: CUSTOM VILLA Rating Year:
Model: Tax Type: LPT
Manufactured Date: 05/29/2014 Last ILT Amount:
Registration Exp: Date ILT Fees Paid:
First Sold On: 07/28/2014 ILT Exemption: NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Record Conditions:

- An application for title or registration change is pending with the department. For information regarding this application, please call 1-800-952-8356 and request to speak with a customer representative.

Registered Owner:

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Last Title Date: 02/24/2021

Last Reg Card: Pending Reg Card

Sale/Transfer Info: Price \$.00 Transferred on 02/25/2021

Situs Address:

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

Legal Owner:

JPAD LLC
RONALD J PIERPONT
Tenants in Common Or
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Lien Perfected On: 02/25/21 10:11:00

Title Searches:

JANINE JASSO
PO BOX 370161
EL PASO, TX 79937

Title File No: LBM1081

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
REGISTRATION CARD**

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model	DOM 05/29/2014	DFS 07/28/2014	RY	Exp. Date
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Aug 03, 2021	

Addressee

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649



Registered Owner(s)

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

ATTENTION OWNER:

THIS IS THE REGISTRATION CARD FOR THE
UNIT DESCRIBED ABOVE. PLEASE KEEP THIS
CARD IN A SAFE PLACE WITHIN THE UNIT.

INSTRUCTIONS FOR RENEWAL:

REGISTRATION FOR THIS UNIT EXPIRES ON THE
DATE INDICATED ABOVE IN THE BOX LABELED
"Exp. Date". THERE ARE SUBSTANTIAL
PENALTIES FOR DELINQUENCY. IF YOU DO NOT
RECEIVE A RENEWAL NOTICE WITHIN 10 DAYS
PRIOR TO THE EXPIRATION DATE, CONTACT
H.C.D. FOR RENEWAL INSTRUCTIONS.

IMPORTANT

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12313525

08032021 - 1

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS



Title Search

Date Printed: Aug 11, 2021

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Registered Owner:

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Last Title Date: 08/03/2021

Last Reg Card: 08/03/2021

Sale/Transfer Info: Price \$.00 Transferred on 02/25/2021

Situs Address:

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

Legal Owner:

J-PAD LLC
21742 ANZA AVE
TORRANCE, CA 90503

Lien Perfected On: 01/14/19 15:22:00

Title Searches:

JANINE JASSO
PO BOX 370161
EL PASO, TX 79937

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

BOE-266 (P1) REV. 13 (05-20)

CLAIM FOR HOMEOWNERS' PROPERTY TAX EXEMPTION

If eligible, sign and file this form with the Assessor on or before February 15 or on or before the 30th day following the date of notice of supplemental assessment, whichever comes first.

SEE INSTRUCTIONS BEFORE COMPLETING

NAME AND MAILING ADDRESS
(Make necessary corrections to the printed name and mailing address)

891-569-62
GALLIAN, JAMIE LYNN
16222 MONTEREY LN, SPC 376
HUNTINGTON BEACH, CA 92649



CLAUDE PARRISH
ORANGE COUNTY ASSESSOR
500 S. MAIN ST, FIRST FLOOR, SUITE 103
ORANGE, CA 92668-4512 or
P.O. BOX 628
SANTA ANA, CA 92702-0628
PHONE: (714) 834-3821
FAX: (714) 834-2565
www.ocgov.com/assessor

FOR ASSESSOR'S USE ONLY

Received	
Approved	
Denied	
Reason for denial	
M-2085154	NO

PROPERTY DESCRIPTION

Parcel No. 891-569-62
Address of dwelling
16222 MONTEREY LN, UNIT 376
HUNTINGTON BEACH
TR RANDRE BLK 376
LOT UN

Print your social security number and name here

SSN: XXX-XX-3936

NAME: JAMIE L GALLIAN

Print co-owner's or spouse's social security number and name when this property is also his/her principal residence

SSN: _____

NAME: _____

STATEMENTS

This claim may be used to file for the Homeowners' Exemption for the Assessment Roll and the Supplemental Assessment Roll. A new owner must file a claim even if the property is already receiving the homeowners' exemption. Please carefully read the information and instructions before answering the questions listed below.

1. When did you acquire this property? 11-1-2018
(month/day/year)
2. Date you occupied this property as your principal residence (see instructions): 11-1-2018
(month/day/year)
3. Do you own another property that is, or was, your principal place of residence in California? ☒ YES ☐ NO

If YES, please provide the address below, and the date you **MOVED OUT**, if no longer your principal place of residence:

Address: 4476 Alderport Drive HB 92649 10/31/2018
Street Address City Zip Code month/day/year

Only the owners or their spouses who occupy the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign this claim. (If the property comprises more than one dwelling unit, other co-owner occupants may wish to file separate claims; however, only one exemption will be allowed per dwelling unit.)

If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to this claim.

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.

SIGNATURE OF OWNER-OCCUPANT	DATE
SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER-OCCUPANT	DATE
EMAIL ADDRESS	DAYTIME TELEPHONE NUMBER
<u>JAMIEGALLIAN@GMAIL.COM</u>	<u>(714) 321-3447</u>

IF YOU DO NOT OCCUPY THIS PARCEL AS YOUR PRINCIPAL RESIDENCE, PLEASE DISCARD THIS FORM.

If you occupy this parcel at a later date, contact the Assessor at that time.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION





JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

November 07, 2018 through November 30, 2018

Account Number: **000000351897860**

00052620 DRE 703 141 33518 NNNNNNNNNN T 1 000000000 64 0000

J-SANDCASTLE CO, LLC
DBA ORANGE CO GABLES PROPERTY
5782 PINON DR
HUNTINGTON BEACH CA 92649-4926

CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**
Service Center: **1-800-242-7338**
Deaf and Hard of Hearing: **1-800-242-7383**
Para Espanol: **1-888-622-4273**
International Calls: **1-713-262-1679**



We updated our Deposit Account and Wire Transfer Agreements

The following changes were made November 11, 2018:

- We published an updated version of our Deposit Account Agreement. You can get the latest agreement at a branch or by request when you call us. Here's what you should know:
 - We no longer charge an Extended Overdraft Fee. (General Account Terms, Section C, Insufficient Funds and Returned Item fees)
 - We added an address for reporting a dispute if you believe we provided incomplete or inaccurate information about your account to a consumer reporting agency. (New section in General Account Terms, Section I, Disputing information reported to a consumer reporting agency)
- We updated our Wire Transfer Agreement, here's what you should know:
 - You will still receive email notifications on the status of your wire transfer. However, we added that if we're unable to send an email due to system failures or outages, it's your responsibility to monitor your account for the status of your wire transfer.
 - We clarified that you should expect your foreign exchange rate to be less favorable than rates quoted online or in publications.

Please call us at the number at the top of this statement if you have any questions.

CHECKING SUMMARY

Chase Total Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$0.00
Deposits and Additions	5	363,312.45
Other Withdrawals	3	-353,743.07
Fees	1	-11.97
Ending Balance	9	\$9,557.41



November 07, 2018 through November 30, 2018

Account Number: 000000351897860

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
11/07	Deposit 980092148	\$175,000.00
11/16	Deposit 1826359275	170,000.00
11/16	Transfer From Chk Xxxxxx5315	500.00
11/19	Deposit 1820844746	10,000.00
11/26	Deposit 1820844984	7,812.45
Total Deposits and Additions		\$363,312.45

OTHER WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
11/08	11/08 Withdrawal	\$175,000.00
11/16	11/16 Withdrawal	170,000.00
11/19	11/17 Withdrawal	8,743.07
Total Other Withdrawals		\$353,743.07

FEES

DATE	DESCRIPTION	PPD ID	AMOUNT
11/14	Check OR Supply Order	1410216800	\$11.97
Total Fees			\$11.97

DAILY ENDING BALANCE

DATE	AMOUNT
11/07	\$175,000.00
11/08	0.00
11/14	-11.97
11/16	488.03
11/19	1,744.96
11/26	9,557.41

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION		NUMBER OF TRANSACTIONS
Checks Paid / Debits		3
Deposits / Credits		4
Deposited Items		19
Transaction Total		26
SERVICE FEE CALCULATION		AMOUNT
Service Fee		\$0.00
Service Fee Credit		\$0.00
Net Service Fee		\$0.00
Excessive Transaction Fees (Above 100)		\$0.00
Total Service Fees		\$0.00

*Jamie's File
NOV 2018*

NOVEMBER 15, 2018

RECEIVED \$10,000 DOLLARS CASH FROM JAMIE GALLIAN FOR DEPOSIT OF SALE
OF 16222 MONTEREY #376, HUNTINGTON BEACH, CA 92649 TOWARDS SALE
PRICE \$225,000.


LISA T RYAN


JAMIE GALLIAN

CHASE CHASE CHASE CHASE CHASE CHASE CHASE CHASE CHASE CHASE

Deposit cash or checks
at most Chase ATMs.
An image of your check can
be printed on your receipt.

My Transaction Summary

Transaction #149
From Checking Account Ending In: 5315
To Checking Account Ending In: 7860
Funds Transfer \$500.00

Transaction #150
Account Number Ending In: 7860
Checking Deposit \$170,000.00

Further review may result in delayed
availability of this deposit

Transaction #151
Purchase - Cashier's Check

Check Number: 1759627338
Amount: \$50,000.00
Fee: \$0.00

Check Number: 1759627339
Amount: \$50,000.00
Fee: \$0.00

Check Number: 1759627340
Amount: \$50,000.00
Fee: \$0.00

Check Number: 1759627341
Amount: \$20,000.00
Fee: \$0.00

Total Amount: \$170,000.00
Total Fee Amount: \$0.00
Total Transaction: \$170,000.00

Cash Amount: \$0.00



Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
 - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- * Placing a Stop Payment on a Cashier's Check
 - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
 - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK**

Customer Copy

1759627338

11/16/2018

Void after 7 years

Remitter: JAMIE L GALLIAN

\$ 50,000.00 ****

Pay To The Order Of: LISA T. RYAN
16222 WARMINGTON LN SPC 376 HB 92649

Drawer: **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

Memo: _____

Note: For information only. Comment has no effect on bank's payment.

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Remitter: JAMIE L GALLIAN

Pay To The Order Of: LISA T. RYAN
16222 WARMINGTON LN SPC 376 HB 92649

Pay: FIFTY THOUSAND
DOLLARS AND 00 CENTS

\$ 50,000.00 ****

Date 11/16/2018

Void after 7 years

1759627338

91-2

1221

Do not write outside this box:

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**

Sol Gindi

Sol Gindi, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Phoenix, AZ



⑈ 1759627338 ⑈ ⑆ 122100024 ⑆ 806002234 ⑈



Terms and Conditions (Remitter and Payee):

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- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
 - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- * Placing a Stop Payment on a Cashier's Check
 - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
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- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK**

Customer Copy

1759627339

11/16/2018

Void after 7 years

Remitter: JAMIE L GALLIAN

\$** 50,000.00 **

Pay To The Order Of: LISA T. RYAN
16222 WARMINGTON LN SPC 376 HB 92649

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**
NON NEGOTIABLE

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK		282111107 NEW 01/08 8810004306	
CHASE		CASHIER'S CHECK	HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK
Remitter: JAMIE L GALLIAN		Date	11/16/2018
Pay To The Order Of: LISA T. RYAN 16222 WARMINGTON LN SPC 376 HB 92649		1759627339	91-2 1221
Pay: FIFTY THOUSAND DOLLARS AND 00 CENTS		Void after 7 years	\$** 50,000.00 **
Do not write outside this box: Memo: _____ Note: For information only. Comment has no effect on bank's payment.		Drawer: JPMORGAN CHASE BANK, N.A. <i>Sol Gindi</i> Sol Gindi, Chief Administrative Officer JPMorgan Chase Bank, N.A. Phoenix, AZ	

1759627339 122100024 806002234



Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
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- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK**

Customer Copy

1759627340

11/16/2018

Void after 7 years

Remitter: JAMIE L GALLIAN

\$** 50,000.00 **

Pay To The Order Of: LISA T. RYAN
16222 WARMINGTON LN SPC 376 HB 92649

Drawer: JPMORGAN CHASE BANK, N.A.
NON NEGOTIABLE

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK		282111107 NEW 01/08 8810004306	
CHASE		CASHIER'S CHECK	HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK
Remitter: JAMIE L GALLIAN		Date	11/16/2018
Pay To The Order Of: LISA T. RYAN 16222 WARMINGTON LN SPC 376 HB 92649		1759627340	91-2 1221
Pay: FIFTY THOUSAND DOLLARS AND 00 CENTS		\$** 50,000.00 **	
Do not write outside this box		Drawer: JPMORGAN CHASE BANK, N.A.	
Memo: _____ Note: For information only. Comment has no effect on bank's payment.		 Sol Gindi, Chief Administrative Officer JPMorgan Chase Bank, N.A. Phoenix, AZ	

1759627340 122100024 806002234



Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
 - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- * Placing a Stop Payment on a Cashier's Check
 - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
 - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK**

Customer Copy

1759627341

11/16/2018

Void after 7 years

Remitter: JAMIE L GALLIAN

\$** 20,000.00 **

Pay To The Order Of: LISA T. RYAN
16222 WARMINGTON LN SPC 376 HB 92649

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**
NON NEGOTIABLE

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK		282111107 NEW 01/08 8810004308	
CHASE		CASHIER'S CHECK	HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK
Remitter: JAMIE L GALLIAN	Date	11/16/2018	1759627341 91-2 1221
Pay To The Order Of: LISA T. RYAN 16222 WARMINGTON LN SPC 376 HB 92649			Void after 7 years
Pay: TWENTY THOUSAND DOLLARS AND 00 CENTS			\$** 20,000.00 **
Do not write outside this box		Drawer: JPMORGAN CHASE BANK, N.A.	
Memo: _____ Note: For information only. Comment has no effect on bank's payment.		 Sol Gindi, Chief Administrative Officer JPMorgan Chase Bank, N.A. Phoenix, AZ	

1759627341 1221000241 8060022341

Check # 2670

JAMIE L. GALLIAN
4476 ALDERPORT DR
HUNTINGTON BEACH, CA 92649-2225

2017-2018 0513460

2670

DATE

11/16/18

2-6152/2710
455PAY TO THE
ORDER OFCounty of Duval
Six thousand six hundred thirty four and 54/100
\$ 6,634.54

ALLIANT

credit union

Chicago, Illinois

MEMO

891-36962

⑆ 271081528⑆ 14100270556018⑈ 2670

For Deposit Only
OC Treasurer Tax Collector
Cashiering
4944119866

Check # 2671

2018-2019 • 2019 • 2020-2021 • 2021-2022

JAMIE L. GALLIAN
4475 ALDERPORT DR
HUNTINGTON BEACH, CA 92640-2280

DATE 11-16-18 2671

PAY TO THE ORDER OF Court of Orange \$ 2423.32

Kim Howard John Howard John Howard

ALLIANT
credit union
Chicago, Illinois

MEMO 891-50-62

James D. Miller

⑆ 271081528⑆ 14100270558018⑆ 2671

Red Ink Check

For Deposit Only
OC-Treasurer Tax Collector
Cashiering
4844119866



Reg#9 11/16/2018 Trans #52384
cdascenzo 12:20 PM Location: 100
TTC 8-58

RECEIPT

OFFICE OF THE TREASURER-TAX COLLECTOR
SHARI L. FREIDENRICH, CPA
625 N. ROSS STREET, BLDG 11, SANTA ANA
(714) 834-3411 ttcinfo@ttc.ocgov.com

Daily Bank Deposit ID 11-16-18

IPN \ TDN \ REF: 0813460.
Property Address: 16222 MONTEREY 376 HUNTINGTON BEACH
Tax Year:
Bill Type: 03 - UNK
Installment #: 1
Insecured Tax \$1,634.54

SUB TOTAL: \$1,634.54
TOTAL DUE: \$1,634.54
CHECK \$1,634.54

Account Number XXXXXXXXXXXX6018
Check # 2670
Routing Number 271081528

PAY ONLINE WITH YOUR BANK ACCOUNT
AT NO COST AT ocgov.com/octaxbill
PRINT OR GET YOUR RECEIPT BY EMAIL.
THANK YOU

TEOF
nta Ana
rday
-3411

PROPERTY TAX
30, 2019

TAX COLLECTOR (TC) REFERENCE NO.

STATEMENT AS OF

0813460

11/16/2018

TAX BILL SUMMARY

UNPAID ASSESSMENT SUMMARY

ANY DELINQUENT ASSESSMENTS ARE SUBJECT TO IMMEDIATE ENFORCEMENT ACTIONS. SEE PARAGRAPH 12 ON THE BACK FOR MORE INFORMATION.

TOTAL AMOUNT DUE BY 11/30/18:

\$1,634.54

PROPERTY AFTER JANUARY 1 DOES NOT RELIEVE ASSESSEE FROM PAYING THIS BILL

**ERSHIP OR
ED TO THE**

14) 834-2930
14) 834-2772
14) 834-2930

n/assessor

IMPORTANT INFORMATION

The owner on the Lien Date is responsible for payment of this bill in full. The sale, closure, removal or other disposal of the assessed property after January 1, 2018 does not relieve the assessee of responsibility for the taxes due. The bill will not be prorated for partial ownership.

A Tax Lien will be recorded against the owner, and a recording fee will be charged, if payment is delinquent. A TAX LIEN MAY AFFECT YOUR CREDIT RATING. A 10% penalty and a fee of \$75 per assessment, plus additional penalties of 1.5% per month, will be added.

A Tax Lien may be enforced by seizure and/or sale of personal property including bank accounts, income tax refunds or other interests. Registration holds at the DMV will prevent vessel registration until a delinquency is cleared.

ITEMIZATION	ASSESSED VALUES (A/V)	TRA/ YEAR	TAX TYPE & RATE	AMOUNT
-------------	-----------------------	-----------	-----------------	--------

ITEMS:

	BASE TAX AMOUNT	INTEREST & PENALTIES	FEES	AMOUNT PAID	BALANCE DUE
1: 901018	1,300.90	250.64	83.00		1,634.54
IVE TAX YEAR: 2017					
HUNTINGTON BEACH					
ER					
18-00427461					
TOTALS:	1,300.90	250.64	83.00		1,634.54

Pl CK #2672

2216



TAX CLEARANCE CERTIFICATE

☒ Mobile Home

☐ Floating Home

COUNTY OF ORANGE

SERIAL NUMBER/HULL NUMBER AC7V710394GB/ AC7V710394GA	DECAL NUMBER/CF NUMBER LBM1081
LOCATION OF HOME 16222 MONTEREY LN 376 HUNTINGTON BEACH	ASSESSOR'S PARCEL NUMBER 891-569-62
CURRENT REGISTERED OWNER RYAN, LISA T 16222 MONTEREY LN SPC 376 HUNTINGTON BEACH CA 92649	APPLICANT J-SANDCASTLE CO, LLC 16222 MONTEREY LN #376 HUNTINGTON BEACH CA 92649

I hereby certify that the following has been paid:

- ☐ Delinquent license fees
- ☒ Property taxes applicable to the home identified above through the fiscal year 2018-2019
- ☒ A security deposit for payment of the property taxes for the fiscal year 2019-2020
- ☒ No taxes due or payable at this time.

There may be a supplemental assessment not covered by this "Tax Clearance Certificate" which may create an additional bill.

THIS CERTIFICATE IS VOID ON AND AFTER JANUARY 15, 2019.

Executed on November 16, 2018 at Santa Ana.
Treasurer-Tax Collector for Orange County, State of California.

Issued on November 16, 2018

A large, stylized handwritten signature is written over a horizontal line. Below the signature, the word "(Signature)" is printed in small text.

§§2189.8, 5832 R & T Code

TDL 10-01 (7-87)

ANNUAL
PERMIT TO OPERATE
December 6, 2021

State of California
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS

Park ID No.
30-0198-MP

Inc or Unc	Mobilehome Lots With Drains	Recreational Vehicle Lots With Drains	Lots Without Drains	Total Lots
I	379	0	0	379

OPERATOR

HOUSER BROTHERS CO
17610 BEACH BLVD#32
HUNTINGTON BEACH, CA 92647

PARK NAME & ADDRESS

RANCHO DEL REY MOBILE ESTATES
16222 MONTEREY L
HUNTINGTON BEACH, CA 92649

CONDITIONAL USES

LOCAL FIRE PROTECTION AGENCY - September 30, 2002
CITY OF HUNTINGTON BEACH FIRE DEPARTMENT
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648
(714) 536-5411

Emergency Preparedness Plan - September 27, 2010

Fire Hydrant System Status: Local Enforcement of Fire Code



THIS PERMIT EXPIRES November 30, 2022

THIS PERMIT IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE CALIFORNIA HEALTH AND SAFETY CODE AND IS SUBJECT TO SUSPENSION OR REVOCATION AS PROVIDED THEREIN. THIS PERMIT IS NOT TRANSFERABLE. THE DEPARTMENT SHALL BE NOTIFIED WITHIN 30 DAYS OF ANY CHANGE OF NAME, OWNERSHIP OR OPERATOR.

P.O. Box 278180
Sacramento, CA 95827-8180
(916) 445-9471
From TDD Phones: 1-800-735-2929
From Voice Phones: 1-800-735-2922

POST IN A CONSPICUOUS PLACE

HCD-MP 503 (Rev. 03/2000)



FBN Name: HOUSER Wildcard Search: True

[Home](#) [Options](#) [Help](#)

Search, View and Order Copies

Search By FBN Name

FBN Name*

HOUSER

☒ Allow Partial Match

Back Search

* - required fields

[To view a record, click on the file number link.](#)

[Frequently Asked Questions](#)

[Add To Shopping Cart](#) ☒ [Select All](#) ☐ [UnSelect All](#)

4 Result(s)

File Number	Business Name	Filed Date
<input type="checkbox"/> 20156406390	HOUSER BROS. CO.	5/5/2015
<input type="checkbox"/> 20206572144	HOUSER BROS. CO.	4/14/2020
<input type="checkbox"/> 20186509496	HOUSER COMPANY	5/4/2018
<input type="checkbox"/> 20236653811	HOUSER COMPANY	1/20/2023

STATE OF CALIFORNIA
CERTIFICATE OF LIMITED PARTNERSHIP—FORM LP-1
IMPORTANT—Read instructions on back before completing this form

This Certificate is presented for filing pursuant to Chapter 3, Article 2, Section 15621, California Corporations Code.

1. NAME OF LIMITED PARTNERSHIP Houser Bros. Co.		3. CITY AND STATE Huntington Beach, CA		4. ZIP CODE 92647			
2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 17610 Beach Boulevard, Suite 32		6. CITY		7. ZIP CODE			
5. STREET ADDRESS OF CALIFORNIA OFFICE IF EXECUTIVE OFFICE IN ANOTHER STATE		CALIF.					
8. COMPLETE IF LIMITED PARTNERSHIP WAS FORMED PRIOR TO JULY 1, 1984 AND IS IN EXISTENCE ON DATE THIS CERTIFICATE IS EXECUTED. THE ORIGINAL LIMITED PARTNERSHIP CERTIFICATE WAS RECORDED ON <u>July 31</u> 19 <u>72</u> WITH THE RECORDER OF <u>Orange</u> COUNTY. FILE OR RECORDATION NUMBER <u>29961, BK 10250, PG 992</u>							
9. NAMES AND ADDRESSES OF ALL GENERAL PARTNERS: (CONTINUE ON SECOND PAGE, IF NECESSARY)							
NAME: Clifford C. Houser							
ADDRESS: 9301 Central Avenue							
CITY: Garden Grove		STATE CA		ZIP CODE 92644			
9A.							
NAME: Vernon F. Houser							
ADDRESS: 2005 Lemnos Drive							
CITY: Costa Mesa		STATE CA		ZIP CODE 92626			
9B.							
NAME:							
ADDRESS:							
CITY:		STATE		ZIP CODE			
10. NAME AND ADDRESS OF AGENT FOR SERVICE OF PROCESS							
NAME: Clifford C. Houser							
ADDRESS: 17610 Beach Boulevard, Suite 32							
CITY: Huntington Beach,		STATE CA		ZIP CODE 92647			
11. TERM FOR WHICH THIS PARTNERSHIP IS TO EXIST Indefinitely until general partners elect to terminate.							
12. FOR THE PURPOSE OF FILING AMENDMENTS, DISSOLUTION AND CANCELLATION CERTIFICATES PERTAINING TO THIS CERTIFICATE, THE ACKNOWLEDGMENT OF <input checked="" type="checkbox"/> GENERAL PARTNERS IS REQUIRED.							
13. ANY OTHER MATTERS THE GENERAL PARTNERS DESIRE TO INCLUDE IN THIS CERTIFICATE MAY BE NOTED ON SEPARATE PAGES AND BY REFERENCE HEREIN IS A PART OF THIS CERTIFICATE. NUMBER OF PAGES ATTACHED <input type="checkbox"/>							
14. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EX- ECUTION IS MY (OUR) ACT AND DEED (SEE INSTRUCTIONS)							
SIGNATURE OF GENERAL PARTNER <i>Clifford C. Houser</i>		DATE <i>5-5-84</i>		SIGNATURE OF GENERAL PARTNER <i>Vernon F. Houser</i>		DATE <i>5-5-84</i>	
SIGNATURE OF OTHER THAN GENERAL PARTNER		TITLE OR DESIGNATION		DATE			
16. RETURN ACKNOWLEDGMENT TO:							
NAME		Houser Bros. Co.					
ADDRESS		17610 Beach Boulevard, Suite 32					
CITY AND STATE		Huntington Beach, CA 92647					
ZIP CODE							

15. THIS SPACE FOR FILING OFFICER
USE (FILE NUMBER, DATE OF FILING)

8415300148

FILED
In the office of the Secretary of State
of the State of California

JUL -1 1984

March Fong Eu
March FONG EU, Secretary of State



First American

myFirstAm® Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: Orange
Document Type: Document - Book Page (1/1/50 - 12/31/60)
Book: 10250
Page: 992

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

29961

10250-892

STATE OF CALIFORNIA
HOUSER BROS. CO.
A Limited Partnership

CERTIFICATE OF LIMITED PARTNERSHIP

RECORDED IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA	
41	Min. 4 P.M. JUL 22
J. WYLLIE CAREY, County Recorder	

WE, the undersigned, CLIFFORD C. HOUSER, VERNON F. HOUSER and GLADYS LUCILLE HOUSER, desiring to form a limited partnership pursuant to the Uniform Limited Partnership Act of the State of California, as set forth in Title 2, Chapter 2 of the California Corporations Code, as amended, and acting upon the following premises, to wit:

A. CLIFFORD C. HOUSER and VERNON F. HOUSER have heretofore conducted as a general partnership a mobile home park and related operations under the fictitious names of HOUSER BROS. CO. and RANCHO DEL REY MOBILE HOME ESTATES; and

B. GLADYS LUCILLE HOUSER is the wife of VERNON F. HOUSER, and the partnership interest of VERNON F. HOUSER in the partnership referred to in paragraph A above has been and is the community property of VERNON F. HOUSER and GLADYS LUCILLE HOUSER; and

C. Dissolution proceedings are presently pending between VERNON F. HOUSER and GLADYS LUCILLE HOUSER; and, in connection therewith, their community property has been partitioned and divided between them. As a consequence, VERNON F. HOUSER has assigned to GLADYS LUCILLE HOUSER an undivided one-half (1/2) interest in and to his interest in the partnership referred to in paragraph A above, thereby creating a separate partnership interest for her and making her a partner of record holding a

RECORDING
REQUESTED BY

-1-

WHEN RETURNED TO:

CLIFFORD C. HOUSER, Esq.

Box 1, Escondido

San Diego County, California 92011

10250-993

one-quarter (1/4) partnership interest; and

D. The parties, desiring to continue the partnership business without interruption, but at the same time to amend their partnership relationship to change the rights, preferences and privileges among the partners, desire to reorganize the partnership described in paragraph A above into a limited partnership so as to give GLADYS LUCILLE HOUSER all of the rights, preferences and privileges of a limited partner under the Uniform Limited Partnership Act of the State of California;

Accordingly, we, the undersigned, in keeping with the foregoing recitals, DO HEREBY CERTIFY AS FOLLOWS:

I. The name of the partnership is HOUSER BROS. CO., a limited partnership. The general partners, in their sole discretion, may change the name of the partnership at any time and from time to time.

II. The character of the business of the partnership shall be the holding for investment of that certain real property situated in the City of Huntington Beach, California, more particularly described as:

The Northeast one-quarter of the Northwest one-quarter and the North one-half of the Southeast one-quarter of the Northwest one-quarter of Section 20, Township 5 South, Range 11 West, in the City of Huntington Beach, County of Orange, State of California, in the Rancho Las Bolsas Chico, as shown on a Map recorded in Book 51, Page 13 of Miscellaneous Maps, records of said Orange County;

and further to engage in any business relating to the purchase, lease, improvement, construction, operation and management of any and all lands, improved and unimproved, dwelling houses, apartment houses, mobile trailer parks, shopping centers, stores, office buildings, manufacturing plants and any other buildings

0250 994

of any kind. Specification of the particular business shall not be deemed a limitation upon the general powers of the partnership.

III. The location of the principal place of business of the partnership is 16222 Monterey Lane, Huntington Beach, California. The general partners, in their sole discretion, may change the principal place of business to such other place in the State of California at any time and from time to time.

IV. The name and place of residence of each of the partners is as follows:

<u>Name</u>	<u>Residence</u>
<u>General Partners:</u>	
VERNON F. HOUSER	6072 Thor Drive Huntington Beach, California
CLIFFORD C. HOUSER	9301 Central Avenue Garden Grove, California
<u>Limited Partner:</u>	
GLADYS LUCILLE HOUSER	7021 Starlight Circle Huntington Beach, California

V. The term for which the partnership is to exist shall be as follows: This agreement supersedes the Partnership Agreement effective October 19, 1966, between CLIFFORD C. HOUSER and VERNON F. HOUSER, but this is considered a continuing partnership within the contemplation of the federal and state income tax laws, and shall continue until terminated by action of the partners.

VI. The limited partner has contributed all of her marital property interest in the partnership interest of general partner,

10250/995

VERNON F. HOUSEK, in the general partnership formerly known as HOUSEK BROS. CO. and as referred to in paragraph A of the preamble to this Certificate, having an agreed value of SEVEN THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS AND THIRTY-ONE CENTS (\$7,767.31).

VII. No additional contributions are required to be made by the limited partner to the partnership.

VIII. The limited partner shall be entitled to twenty-five (25%) percent of the partnership profits by reason of her contribution.

IX. The limited partner has the right to sell, assign, transfer or discharge her interest in the partnership, or any portion thereof, subject to the right of first refusal in favor of the partnership and either or both of the general partners. No right is given to the limited partner to substitute an assignee as a limited partner in the partnership without the consent of the general partners.

X. The above named limited partner, being the sole limited partner, enjoys the priority of compensation by way of contribution and income as set forth above in Sections VI and VIII, respectively. No provision is made within the partnership agreement which relates to the priority of one limited partner over other limited partners as to contributions or as to compensation by way of income.

XI. The partnership agreement provides that in the event either general partner dies, becomes incapacitated, withdraws or becomes bankrupt, the partnership shall not dissolve, but the incapacitated, withdrawn or bankrupt general partner or the successor in interest of the deceased general partner shall

10250-996

become a limited partner with the same share of profits or losses of the partnership as before the event and shall have all the rights of a limited partner. In such event, all necessary steps shall be taken to amend the Certificate of Limited Partnership.

XII. The limited partner has no right to demand and receive property other than cash in return for the contribution by the limited partner to the partnership.

XIII. The general partners shall have the full, exclusive and complete right and power to manage, direct and control the business and affairs of the partnership with all powers necessary, advisable or convenient to that end, but the general partners shall not, without the written consent of the limited partner, be empowered to:

- (a) Sell all or substantially all of the assets of the partnership.
- (b) Do any acts in contravention of the agreement of limited partnership.
- (c) Do any act which would make it impossible to carry on the ordinary business of the partnership.
- (d) Change or reorganize the partnership into any other legal form.
- (e) Amend the agreement of limited partnership.
- (f) Require the limited partner to make any additional contributions to the capital of the partnership.
- (g) Admit additional limited partners.

The limited partner shall take no part in the control of the partnership's business but may exercise the rights and

0250 11/997

powers of the limited partner under this Certificate of Limited Partnership, including the provisions of Section XIII of this Certificate of Limited Partnership, and the giving of consents and approvals provided for in subsections (a) through (g) above, inclusive, the exercise of such rights and powers being deemed to be matters affecting the basic structure of the partnership and not the control of its business.

XIV. The limited partner constitutes and appoints the general partners, or either of them, the true and lawful attorney of, and in the name, place and stead of the limited partner, to make, execute, sign, acknowledge and file, with respect to the partnership:

(a) Such certificates of fictitious firm name as may be required by the laws of the State of California; and

(b) Such certificates, instruments and documents as may be required by, or may be appropriate under, the laws of the State of California, to reflect changes in or amendments to the agreement of limited partnership as to: (i) changes in the name or the location of the principal place of business of the partnership; (ii) changes of address of the general and limited partners; and (iii) any other changes in or amendments of said agreement of limited partnership, but only if and when the limited partner has agreed to such other changes or amendments by signing, either personally or by duly appointed attorney, an agreement amending said agreement of limited partnership.

IN WITNESS WHEREOF, the parties have executed this

10250 PAGE 998

Certificate of Limited Partnership as of July 14, 1972.

Clifford C. Houser
CLIFFORD C. HOUSER, As General
Partner.

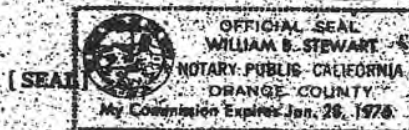
Vernon F. Houser
VERNON F. HOUSER, As General
Partner.

Gladys Lucille Houser
GLADYS LUCILLE HOUSER, As
Limited Partner.

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS:

On July 14, 1972, before me, the undersigned, a
Notary Public in and for said State, personally appeared
CLIFFORD C. HOUSER, known to me to be the person whose name
is subscribed to the within instrument and acknowledged that
he executed the same.

WITNESS my hand and official seal.



William B. Stewart
Notary Public
WILLIAM B. STEWART

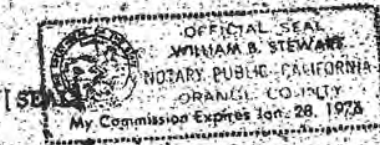
STATE OF CALIFORNIA }
COUNTY OF ORANGE }

SS:

0250 PM 999

On July 14, 1972, before me, the undersigned, a
Notary Public in and for said State, personally appeared
VERNON F. HOUSER, known to me to be the person whose name
is subscribed to the within instrument and acknowledged that
he executed the same.

WITNESS my hand and official seal.



William B. Stewart
Notary Public
WILLIAM B. STEWART

STATE OF CALIFORNIA }
COUNTY OF ORANGE }

SS:

On July 14, 1972, before me, the undersigned, a
Notary Public in and for said State, personally appeared
GLADYS LUCILLE HOUSER, known to me to be the person whose
name is subscribed to the within instrument and acknowledged
that she executed the same.

WITNESS my hand and official seal.



William B. Stewart
Notary Public



State of California
Secretary of State

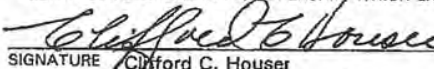
FORM LP-2

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP
IMPORTANT -- Read instructions on back before completing this form

This Certificate is presented for filing pursuant to Section 15622, California Corporations Code.

1. SECRETARY OF STATE FILE NO. (ORIGINAL CERTIFICATE--FORM LP-1) 8415300148	2. NAME OF LIMITED PARTNERSHIP HOUSER BROS. CO.
3. THE CERTIFICATE OF LIMITED PARTNERSHIP IS AMENDED AS FOLLOWS: COMPLETE APPROPRIATE SUB-SECTION(S) CONTINUE ON SECOND PAGE, IF NECESSARY.	
A. THE LIMITED PARTNERSHIP NAME IS CHANGED TO:	
B. PRINCIPAL EXECUTIVE OFFICE ADDRESS CHANGE: ADDRESS: CITY: STATE: ZIP CODE:	E. GENERAL PARTNER NAME CHANGE: OLD NAME: NEW NAME:
C. CALIFORNIA OFFICE ADDRESS CHANGE: ADDRESS: CITY: STATE: CA ZIP CODE:	F. GENERAL PARTNER(S) WITHDRAWN: NAME: VERNON F. HOUSER (deceased) NAME:
D. GENERAL PARTNER ADDRESS CHANGE: NAME: ADDRESS: CITY: STATE: ZIP CODE:	G. GENERAL PARTNER ADDED: NAME: ADDRESS: CITY: STATE: ZIP CODE:
H. PERSON(S) WINDING UP AFFAIRS OF LIMITED PARTNERSHIP NAME: ADDRESS: CITY: STATE: ZIP CODE:	I. INFORMATION CONCERNING THE AGENT FOR SERVICE OF PROCESS HAS BEEN CHANGED TO: NAME: ADDRESS: CITY: STATE: CA ZIP CODE:
J. THE NUMBER OF GENERAL PARTNERS REQUIRED TO ACKNOWLEDGE AND FILE CERTIFICATES OF AMENDMENT, RESTATEMENT, DISSOLUTION, CONTINUATION, CANCELLATION AND MERGER IS CHANGED TO: <input type="checkbox"/> (PLEASE INDICATE NUMBER ONLY)	K. OTHER MATTERS TO BE INCLUDED IN THE CERTIFICATE OF LIMITED PARTNERSHIP ARE AMENDED AS INDICATED ON THE ATTACHED PAGE(S): NUMBER OF PAGES ATTACHED: <input type="checkbox"/>

4. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS AMENDMENT TO THE IDENTIFIED CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EXECUTION IS MY (OUR) ACT AND DEED. (SEE INSTRUCTIONS).

		SIGNATURE	
Clifford C. Houser		SIGNATURE	
General Partner	DATE July 23-97	POSITION OR TITLE	DATE
POSITION OR TITLE		POSITION OR TITLE	
SIGNATURE		SIGNATURE	
POSITION OR TITLE		POSITION OR TITLE	
DATE		DATE	

10. RETURN ACKNOWLEDGEMENT TO:

NAME: ☒ Linda L. Dalton
ADDRESS: Rutan & Tucker LLP
CITY: 611 Anton Blvd., Ste 1400
STATE: Costa Mesa, CA 92626
ZIP CODE: L

SEC/STATE REV. 1/93

FORM LP-2 -- FILING FEE: \$15.00
Approved by Secretary of State

THIS SPACE FOR FILING OFFICER USE

84 153 00148

FILED
In the office of the Secretary of State
of the State of California

AUG 13 1997


BILL JONES, Secretary of State



State of California
Kevin Shelley
Secretary of State

FILED
In the office of the Secretary of State
of the State of California

MAR - 4 2005

AG

**AMENDMENT TO CERTIFICATE OF LIMITED
PARTNERSHIP**

A \$30.00 filing fee must accompany this form.

IMPORTANT – Read instructions before completing this form

This Space For Filing Use Only

1. SECRETARY OF STATE FILE NUMBER 198415300148		2. NAME OF LIMITED PARTNERSHIP HOUSER BROS. CO.	
3. COMPLETE ONLY THE BOXES WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED, IF NECESSARY:			
A. LIMITED PARTNERSHIP NAME (END THE NAME WITH THE WORDS "LIMITED PARTNERSHIP" OR THE ABBREVIATION "L.P.")			
B. THE STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE		CITY AND STATE	ZIP CODE
C. THE STREET ADDRESS IN CALIFORNIA WHERE RECORDS ARE KEPT		CITY	STATE CA ZIP CODE
D. THE ADDRESS OF THE GENERAL PARTNER(S) NAME ADDRESS		CITY AND STATE	ZIP CODE
E. NAME CHANGE OF GENERAL PARTNER(S) FROM:		TO:	
F. GENERAL PARTNER(S) CESSATION Clifford C. Houser			
G. NAME OF GENERAL PARTNER(S) ADDED		ADDRESS	CITY AND STATE ZIP CODE
Craig Houser		17610 Beach Boulevard, Ste. 32	Huntington Beach, CA 92647
H. THE PERSON(S) AUTHORIZED TO WIND UP THE AFFAIRS OF THE LIMITED PARTNERSHIP NAME ADDRESS		CITY AND STATE	ZIP CODE
I. THE NAME OF THE AGENT FOR SERVICE OF PROCESS			
J. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL		CITY	STATE CA ZIP CODE
K. NUMBER OF GENERAL PARTNERS' SIGNATURES REQUIRED FOR FILING CERTIFICATES OF AMENDMENT, RESTATEMENT, MERGER, DISSOLUTION, CONTINUATION AND CANCELLATION:			
L. OTHER MATTERS (ATTACH ADDITIONAL PAGES, IF NECESSARY):			
4. I DECLARE THAT I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.			
SIGNATURE OF AUTHORIZED PERSON		General Partner POSITION OR TITLE OF AUTHORIZED PERSON	
Craig Houser TYPE OR PRINT NAME OF AUTHORIZED PERSON		March 3, 2005 DATE	
SIGNATURE OF AUTHORIZED PERSON		POSITION OR TITLE OF AUTHORIZED PERSON	
TYPE OR PRINT NAME OF AUTHORIZED PERSON		DATE	

LP-2	Amendment to Certificate of Limited Partnership (LP)	<p style="text-align: right; font-weight: bold; margin: 0;">FILED DAT</p> <p style="text-align: right; font-weight: bold; margin: 0;">Secretary of State State of California</p> <p style="text-align: right; font-weight: bold; margin: 0;">MAY 08 2018 SMM</p> <p style="text-align: right; margin: 0;">lcc</p> <p style="text-align: right; font-size: small; margin: 0;">This Space For Office Use Only</p>
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To change information of record for your LP, fill out this form, and submit for filing along with:

- A \$30 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

Items 3-7: Only fill out the information that is changing. Attach extra pages if you need more space or need to include any other matters.

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm

① LP's File No. (issued by CA Secretary of State) <div style="font-size: large; text-align: center;">198415300148</div>	② LP's Exact Name (on file with CA Secretary of State) <div style="font-size: large; text-align: center;">HOUSER BROS. CO.</div>
---	--

New LP Name

③ Proposed New LP Name _____ The new LP name: must end with: "Limited Partnership," "LP," or "L.P.," and may not contain "bank," "insurance," "trust," "trustee," "incorporated," "inc.," "corporation," or "corp."

New LP Addresses

④

Street Address of Designated Office in CA	City (no abbreviations)	CA State	Zip
_____	_____	_____	_____
Mailing Address of LP, if different from 4a	City (no abbreviations)	State	Zip
_____	_____	_____	_____

New Agent/Address for Service of Process (The agent must be a CA resident or qualified 1505 corporation in CA.)

⑤

Agent's Name	City (no abbreviations)	CA State	Zip
a. <u>Craig Houser</u>			
b. <u>16222 Monterey Lane</u>	<u>Huntington Beach</u>	<u>CA</u>	<u>92649</u>
<small>Agent's Street Address (if agent is not a corporation)</small>			

General Partner Changes

⑥

Name	Address	City (no abbreviations)	State	Zip
a. New general partner: <u>See Exhibit A</u>				
b. Address change:				
Name	New Address	City (no abbreviations)	State	Zip
c. Name change: Old name: _____	New name: _____			
d. Name of dissociated general partner: _____				

Dissolved LP (Either check box a or check box b and complete the information. Note: To terminate the LP, also file a Certificate of Cancellation (Form LP-47), available at www.sos.ca.gov/business/be/forms.htm.)

⑦

<input type="checkbox"/> a. The LP is dissolved and wrapping up its affairs. <input type="checkbox"/> b. The LP is dissolved and has no general partners. The following person has been appointed to wrap up the affairs of the LP:	Name _____ Address _____ City (no abbreviations) _____ State _____ Zip _____
--	--

Read and sign below: This form must be signed by (1) at least one general partner; (2) by each person listed in item 6a; and (3) by each person listed in item 6d if that person has not filed a Certificate of Dissociation (Form LP-101). If item 7b is checked, the person listed must sign. If a trust, association, attorney-in-fact, or any other person not listed above is signing, go to www.sos.ca.gov/business/be/filing-tips.htm for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this amendment. Signing this document affirms under penalty of perjury that the stated facts are true.

▶ See Exhibit B Sign here _____ Sign here _____	See Exhibit B Print your name here _____ Print your name here _____	See Exhibit B Date _____ Date _____
--	--	--

Make check/money order payable to: Secretary of State	By Mail	Drop-Off
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.	Secretary of State Business Entities, P.O. Box 944225 Sacramento, CA 94244-2250	Secretary of State 1500 11th Street, 3rd Floor Sacramento, CA 95814

**EXHIBIT A
TO LP-2 OF
HOUSER BROS. CO.**

Item 6a.

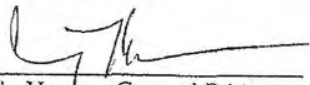
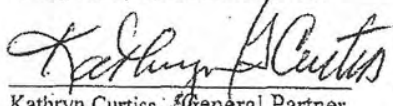
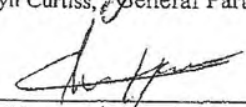
New General Partners:

Kathryn Curtiss, 16222 Monterey Lane, Huntington Beach, CA 92649

Chris Houser, 16222 Monterey Lane, Huntington Beach, CA 92649

EXHIBIT B
TO LP-2 OF
HOUSER BROS. CO.

Signing this document affirms under penalty of perjury that the stated facts are true.

 _____ Craig Houser, General Partner	<u>5/2/18</u> _____ Date
 _____ Kathryn Curtiss, General Partner	<u>5/2/18</u> _____ Date
 _____ Chris Houser, General Partner	<u>5/2/18</u> _____ Date

FILE

Secretary of State
State of California

04/29/2021

Filing ate

This Space For Office Use Only

LP-2

Amendment to Certificate of Limited Partnership (LP)

To change information of record for your LP, fill out this form, and submit for filing along with:

- A \$30 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

Items 3-7: Only fill out the information that is changing. Attach extra pages if you need more space or need to include any other matters.

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.

① LP's Entity No. (issued by CA Secretary of State)
198415300148

② LP's Exact Name (on file with CA Secretary of State)
Houser Bros. Co.

New LP Name

③

Proposed New LP Name The new LP name: must end with: "Limited Partnership," "LP," or "L.P.," and may not contain "bank," "insurance," "trust," "trustee," "incorporated," "inc.," "corporation," or "corp." The name cannot be likely to mislead the public and must be distinguishable in the records from other LPs of record or reserved with the California Secretary of State.

New LP Addresses

④

a. Street Address of Designated Office in CA City (no abbreviations) CA State Zip
b. Mailing Address of LP, if different from 4a City (no abbreviations) State Zip

New Agent/Address for Service of Process (The agent must be a CA resident or qualified 1505 corporation in CA.)

⑤

a. Agent's Name
b. Agent's Street Address (if agent is not a corporation) CA City (no abbreviations) State Zip

General Partner Changes

⑥

a. New general partner: Name Address City (no abbreviations) State Zip
b. Address change: Name New Address City (no abbreviations) State Zip
c. Name change: Old name: New name:
d. Name of dissociated general partner: Chris Houser & Kathryn Curtiss

Dissolved LP (Either check box a or check box b and complete the information. Note: To terminate the LP, also file a Certificate of Cancellation (Form LP-4/7), available at www.sos.ca.gov/business/be/forms.)

⑦

- a. ☐ The LP is dissolved and wrapping up its affairs.
b. ☐ The LP is dissolved and has no general partners. The following person has been appointed to wrap up the affairs of the LP: Name Address City (no abbreviations) State Zip

Read and sign below: This form must be signed by (1) at least one general partner; (2) by each person listed in item 6a; and (3) by each person listed in item 6d if that person has not filed a Certificate of Dissociation (Form LP-101). If item 7b is checked, the person listed must sign. If a trust, association, attorney-in-fact, or any other person not listed above is signing, go to www.sos.ca.gov/business/be/filing-tips for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this amendment. Signing this document affirms under penalty of perjury that the stated facts are true.

SEE EXHIBIT A

Sign here

SEE EXHIBIT A

Print your name here

SEE EXHIBIT A

Date

Sign here

Print your name here


Date

Make check/money order payable to: **Secretary of State**

Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

**EXHIBIT A
TO LP-2 OF
HOUSER BROS. CO.**

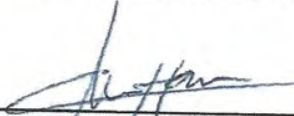
Signing this document affirms under penalty of perjury that the stated facts are true.



Craig Houser, General Partner

4/28/2021
Date

Dissociated General Partners



Chris Houser, Limited Partner

4/28/2021
Date



Kathryn Curtiss, Limited Partner

4/28/2021
Date

198415300148



Shari L. Freidenrich, CPA
Orange County Treasurer - Tax Collector
P.O. BOX 1435 • Santa Ana, CA 92703-1435
425 N. Main Street, Building 11, Room 125, Santa Ana
Office Hours: 8:00 AM-5:00 PM Monday - Friday
Phone Number: (714) 834-3411
ocgov.com/octaxbill

2017-18 SECURED PROPERTY TAX BILL

For Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018

001907-001507 START..... 0000000000
#BWNLBHV *****AUTO**5-DIGIT 92649
#9376 3053 2017 4#

HOUSER BROS CO
GALLIAN JAMIE L
4476 ALDERPORT DR UNIT 53
HUNTINGTON BEACH CA 92649-2288



OWNER OF RECORD AS OF 12:01 AM, JANUARY 1, 2017

HOUSER BROS CO
GALLIAN, JAMIE L

DID YOU KNOW?

Don't wait in line, pay online at ocgov.com/octaxbill, receive same day credit and an emailed receipt. There is no cost to pay by eCheck! Also, due to construction, parking at the Civic Center is not close to our office.

Mailed payments must have a USPS postmark on or before the delinquent date. If you wait until the last day to mail your payment, get your envelope hand-stamped with a postmark to ensure it is timely.

Sign up to receive a due date reminder email at ocgov.com/taxreminder.

PROPERTY LOCATION

4476 ALDERPORT 53 HUNTINGTON BEACH

ASSESSED VALUES & COMPUTATIONS AS OF JANUARY 1, 2017

DESCRIPTION	FULL VALUE	COMPUTED TAX
LAND	193,858	
IMPROVEMENTS - BUILDING	115,559	
TOTAL VALUES:	309,417	3,752.48
TOTAL NET TAXABLE VALUE:	309,417	3,752.48

PARCEL NO. (APN)	TAX RATE (A OF)	TOTAL TAXABLE VALUE	TOTAL TAX	TOTAL NET TAXABLE VALUE
937-630-53	04-007	\$1,876.24	\$1,876.24	\$3,752.48

IMPORTANT INFORMATION

If you sold this property or no longer own it, you can disregard this bill. Property taxes are the responsibility of the new owner. Contact the Office of the Assessor at (714) 834-2727 regarding ownership changes.

LOCATED ON AP 178-771-03

PROPERTY TAX	RATE	VALUE	TAXES
BASIC LEVY RATE	1.00000	309,417	3,094.16
COAST COMM COLLEGE DIST	.03145	309,417	97.31
OCEAN VIEW SD 2016, SR 2017A	.02703	309,417	83.63
HUNTINGTON BCH UNION HS	.02403	309,417	74.35
HUNTINGTON BEACH EMPLOYEE RETIREME	.01500	309,417	46.42
METRO WATER D-MWDOC	.00350	309,417	10.83
SPECIAL ASSESSMENT CHARGES			
MOSQ.FIRE ANT ASSMT		PHONE NO.	
VECTOR CONTROL CHG		(800)273-5167	4.03
MWD WATER STDBY CHG		(800)273-5167	0.67
OCSD SEWER USER FEE		(866)807-6864	10.08
		(714)593-7281	331.00
TOTAL CHARGED	1.10101		3,752.48

FOR DETAILS OF TAX TYPES, VISIT OUR WEBSITE AT OCGOV.COM/OCTAXBILL

THERE WILL BE A \$26.00 FEE FOR EACH PAYMENT RETURNED UNPAID BY YOUR BANK FOR ANY REASON
RETURN YOUR PORTION FOR YOUR RECORDS. IF PAYING BY CHECK, YOUR CANCELLED CHECK IS YOUR RECEIPT OR PAY ONLINE AND RECEIVE AN EMAILED RECEIPT.

RECORDING REQUESTED BY:

Mr. Randy Nickel
4476 Alderport Drive
Huntington Beach, CA 92649

MAIL TAX STATEMENTS TO:

Mr. Randy Nickel
4476 Alderport Drive.
Huntington Beach, CA 92649

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder

96.00
* \$ R 0 0 1 0 4 4 6 0 2 6 \$ *

2018000395579 2:35 pm 10/31/18

227 415 A34 5

0.00 0.00 0.00 0.00 12.00 0.00 0.000.0075.00 3.00

Lease from Present to 2059

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0000515 11-24
Office AU # 1210(8)

CASHIER'S CHECK

0051500779

Remitter: RANDALL L NICKEL
Operator I.D.: u509203 u372234

PAY TO THE ORDER OF ***JAMIE L. GALLIAN***

October 31, 2018

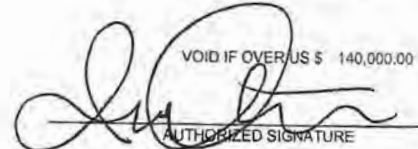
One hundred forty thousand dollars and no cents

***\$140,000.00**

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
535 N MCKINLEY ST
CORONA, CA 92879
FOR INQUIRIES CALL (480) 394-3122


AUTHORIZED SIGNATURE


VOID IF OVER US \$ 140,000.00
AUTHORIZED SIGNATURE

⑈0051500779⑈ ⑆121000248⑆4861 505303⑈

CHASE

Remitter: RANDY NICKEL

CASHIER'S CHECK

Date 10/31/2018


1141939618 91-2
Void after 7 years 1221

Pay To The JAMIE L. GALLIAN
Order Of:

Pay: TWO HUNDRED THIRTY NINE THOUSAND
DOLLARS AND 00 CENTS

\$** 239,000.00 **

Drawer: JPMORGAN CHASE BANK, N.A.


Sol Gindi, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Phoenix, AZ

Memo:
Note: For information only. Comment has no effect on bank's payment.

⑈1141939618⑈ ⑆122100024⑆806002234⑈

RECORDING REQUESTED BY:

Mr. Randy Nickel
4476 Alderport Drive
Huntington Beach, CA 92649

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



96.00
* \$ R 0 0 1 0 4 4 6 0 2 6 \$ *
2018000395579 2:35 pm 10/31/18
227 415 A34 5
0.00 0.00 0.00 0.00 12.00 0.00 0.000.0075.00 3.00

MAIL TAX STATEMENTS TO:

Mr. Randy Nickel
4476 Alderport Drive.
Huntington Beach, CA 92649

Lease from Present to 2059

TITLE OF DOCUMENT: ASSIGNMENT OF CONDOMINIUM SUBLEASE

17
10/31/18
Ce

WHEN RECORDED MAIL TO:

(Assignee's Name & Address)

**MR. RANDALL L. NICKEL
4476 ALDERPORT DRIVE
HUNTINGTON BEACH, CA 92649**

Mail tax statements to:

**MR. RANDALL L NICKEL
4476 ALDERPORT DRIVE
HUNTINGTON BEACH, CA 92649**

(Space Above this Line for Recorder's Use)

ASSIGNMENT OF GROUND LEASE & CONDOMINIUM SUBLEASE

No Consideration. Term of Lease Less Than 99 years.

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into that certain GROUND LEASE also known as the MASTER LEASE dated October 19, 1979, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 499 inclusive.

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into a PARTIAL CANCELLATION OF MASTER LEASE dated November 7, 1980 for that certain MASTER LEASE dated October 19, 1979; recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Pg(s) 1253-1255, **Instrument No. 8691.****

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into that certain SUBLEASE dated October 19, 1979, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 504, inclusive, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California as shown on Miscellaneous Map(s) recorded in Book 456, Page(s) 49 and 50, in the Office of the Orange County, California Clerk Recorder.

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into a PARTIAL CANCELLATION OF SUBLEASE dated October 19, 1979; for that certain SUBLEASE dated November 7, 1980, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1256-1258, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, in the Office of the Orange County, California Clerk Recorder, **Instrument No. 8692;****

WHEREAS

For valuable consideration, receipt of which is hereby acknowledged, the undersigned JAMIEL GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property all right, title and interest of the undersigned, as Tenant, in and under that certain MASTER LEASE/ Ground Lease, dated November 7, 1980, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1259-1273, **Instrument No. 8693;****

JAMIE L GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property, all right, title and interest of the undersigned, as Tenant, in and under that certain CONDOMINIUM SUBLEASE, dated August 1, 1980, by and between ROBERT P. WARMINGTON, as Landlord, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANT, recorded on November 7, 1980, Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1274-1290, **Instrument No. 8694;

As amended by the FIRST AMENDMENT TO CONDOMINIUM SUBLEASE effective January 1, 2003, recorded in the Office of the Orange County, California Clerk Recorder as Document No. 2003-001044770 on August 28, 2003.

JAMIE L GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property all right, title and interest of the undersigned, as Tenant, in and under that certain CONVEYANCE OF REMAINDER INTEREST, dated November 7, 1980, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1291-1293, **Instrument No. 8695;

JAMIE L GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property, all right, title and interest of the undersigned, as Tenant, in and under that certain CONDOMINIUM SUBLEASE (SHORT FORM – MEMORANDUM AND GRANT DEED, dated November 7, 1980, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1294-1298, **Instrument No. 8696.

DATED: 10/31/18

Jamie L Gallian
ASSIGNOR JAMIE L GALLIAN

STATE OF CALIFORNIA)
) ss.

COUNTY OF ORANGE

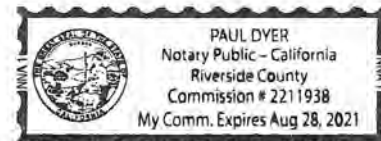
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018, before me, Paul Dyer, Notary Public
Personally appeared Jamie L Gallian,

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]

Signature of Notary Public

(This space for Notary Seal)

ASSIGNMENT OF CONDOMINIUM SUBLEASE

ACCEPTANCE AND AGREEMENT

The undersigned Assignee named in the foregoing Assignment hereby Accepts said Assignment and hereby agrees with for the benefit of the Master Lessor, Sublessor/Landlord, Tenant and under the Original Condominium Sublease commonly referred to throughout this document as "Condominium Sublease", described in said Assignment, to keep, perform and be bound by all the terms, covenants and conditions contained in said Condominium Sublease and as amended by the First Amendment to Condominium Sublease on the part of the Master Lessor, Sublessor/Landlord and Condominium Sublease Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the Original Condominium Sublease Tenant there under.

Assignee agrees to pay Sublessor/Landlord a late fee equal to 6% of any rent or other payment due under the Condominium Sublease, which is not received by Sublessor/Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and costs incurred by Landlord to collect rent or other payment under the Condominium Sublease or to otherwise enforce Sublessor/Landlord rights under the Condominium Sublease.

DATED: 10.31.18

Randall L. Nickel
ASSIGNEE RANDALL L. NICKEL

STATE OF CALIFORNIA)
) ss.

COUNTY OF ORANGE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018 before me, Paul Dyer, Notary Public,
Personally appeared Randall L. Nickel,

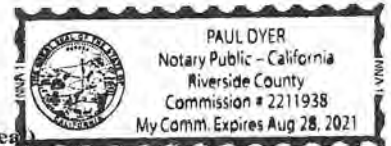
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Paul Dyer
Signature of Notary Public

(This space for Notary Seal)



STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CERTIFICATE OF TITLE

Manufactured Home

Decal No: LBM1081

Manufacturer ID/Name		Trade Name		Model		DOM		DFS		RY	Exp. Date	
90002 SKYLINE HOMES INC		CUSTOM VILLA				05/29/2014		07/28/2014				
Serial Number		Label/Insignia Number		Weight	Length	Width	SPC	SCC	Exempt		Use	Type
ACTV710394GB		PFS1130281		22,383	56'	15' 2"		30			SFD	LPT
AC7V710394GA		PFS1130282		25,068	60'	15' 2"						
								Issued		Total Fees Paid		
								Sep 10, 2014		\$91.00		

Addressee

LISA T RYAN
16222 MONTEREY LN 376
HUNTINGTON BEACH, CA 92649

Registered Owner(s)

LISA T RYAN
16222 MONTEREY LN 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN 376
HUNTINGTON BEACH, CA 92649

IMPORTANT
THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT.
THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 8169431

NOV 16 2018

09102014 - 244

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10670236

✓
Pub

SECTION A - SMOKE DETECTOR AND WATER HEATER SEISMIC BRACING CERTIFICATION

California Health and Safety Code (HSC) Sections 18029.6 and 18031.7 require that on the date of transfer of title all used manufactured homes, used mobilehomes, and used multifamily manufactured homes: 1) be equipped with an operable smoke detector in each room designed for sleeping, and 2) all fuel-gas-burning water heater appliances be seismically braced, anchored, or strapped pursuant to existing codes. A declaration may be signed within 45 days prior to the date of transfer of title stating that these requirements have been met.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the unit in California or from issuance of a California Certificate of Title covering the same. I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 11/1/2018 at Huntington Beach, CA
 Date City State
 Signature [Signature] Printed Name LISA T RYAN

SECTION B - RELEASING SIGNATURES

1a. [Signature] Date of Release 11/1/2018
 Releasing Signature of Registered Owner

1b. [Signature] Date of Release _____
 Releasing Signature of Registered Owner

2. [Signature] ☒ Release ☐ Retain ☐ Assign Interest
 Legal Owner of Record (if any) sign and check appropriate box
 (* If Assign Interest is checked - Complete New Legal Owner Below)

SECTION C - NEW OWNER INFORMATION**NEW REGISTERED OWNER - Please Print or Type Clearly**

3a. J-Sandcastle Co, LLC 3c. _____
 New Registered Owners Name New Registered Owners Name

3b. _____ 3d. _____
 New Registered Owners Name New Registered Owners Name

If more than one New Owner going onto title, please check the appropriate Co-owner term box.

☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)
 (* If this box is checked-Complete HCD 476.6B)
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship

4. 16222 Monterey Ln # 376 Huntington Beach CA 92649
 Mailing Address of New Registered Owner City/State Zip Code

5. Same as Above _____
 Actual Location Address of Unit City/State Zip Code

6. \$175,000 11-1-18
 Purchase Price or check box if Gift-☐ Purchase Date or Transfer Date

7a. J Sandcastle Co, LLC [Signature]
 Signature of New Registered Owners Signature of New Registered Owners

7b. _____ 7d. _____
 Signature of New Registered Owners Signature of New Registered Owners

NEW LEGAL OWNER - Please Print or Type Clearly

8a. _____ 8b. _____
 New Legal Owners Name New Legal Owners Name

If more than one New Lender going onto title, please check the appropriate Co-owner term box below.

☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)
 (* If this box is checked-Complete HCD 476.6B)
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship

9. _____
 Mailing Address of New Legal Owner City/State Zip Code

NEW JUNIOR LIENHOLDER - Please Print or Type Clearly

10a. _____ 10b. _____
 New Junior Lienholder Name New Junior Lienholder Name

11. _____
 Mailing Address of New Junior Lienholder City/State Zip Code

SECTION D - RELEASE OF DEALERS

12. _____
 Signature of Selling Dealer Print Dealers Name and Dealer Number

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On November 15, 2018 before me, Brandon Vargas, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Lisa Theresa Ryan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Brandon V.
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Department of Housing and Community Development Certificate of Title, Section B
Document Date: _____ Number of Pages: 3
Signer(s) Other Than Named Above: _____

State of California
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM
PO Box 2111 Sacramento CA 95812-2111
1 800 952-8356
www.hcd.ca.gov



NOTICE OF SALE OR TRANSFER

ATTENTION: THIS FORM IS TO BE USED ONLY WHEN YOU SELL OR TRANSFER YOUR MOBILEHOME OR COMMERCIAL COACH. AT THAT TIME COMPLETE, SIGN, AND RETURN TO THE ADDRESS STATED ABOVE TO REPORT THE CHANGE OF OWNERSHIP.

SECTION I: Enter the following information that describes your unit: Decal/License plate number(s), Serial(s) number, and Trade name of Unit.

SECTION II: Enter the sale price and the date of sale/transfer including the month, day, and year.

SECTION III: Enter the full name and mailing address of the new owner/buyer(s).

SECTION IV: Enter date, city, and state indicating where and when this form is being executed. SELLER(S) MUST SIGN and print their names(s).

SECTION I. DESCRIPTION OF UNIT		
Decal Number(s)	Serial Number(s)	Trade Name
LBM1081	AC7V710394GB AC74710394GA	Custom Villa

SECTION II. SALE OR TRANSFER INFORMATION

For the sum of \$ 225,000 the receipt of which is hereby acknowledged, I/we did sell, transfer and deliver to the purchaser/owner named below, on 11-1-18 my/our right title and interest in the unit described above.
Date of Transfer

SECTION III. NAME OF PURCHASER/NEW OWNER:

Name: J-Scudcastle Co, LLC
Address: 5782 PINON Dr ITS MANAGER JAMIE L. BAILIAN
City: Huntington Bch State: CA Zip Code: 92649

SECTION IV. CERTIFICATION AND RELEASE

I/we certify under penalty of perjury under the laws of the State of California that: 1) I/We are the lawful owner(s) of the unit, and 2) I/We have the right to sell it, and 3) I/We guarantee and will defend the title to the unit against the claims and demands of any and all persons arising prior to this date, and 4) the unit is free of all liens and encumbrances.

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed On 11/1/2018 at Huntington Beach CA
Date City State
Signature of Sellers: [Signature] [Signature] 11/15/2018
Printed Name: LISA T RYAN

ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NO.: 170746	EJ-130
NAME: VIVIENNE J ALSTON			FOR COURT USE ONLY
FIRM NAME: ALSTON ALSTON & DIEBOLD			
STREET ADDRESS: 27201 PUERTA REAL, STE 300			
CITY: MISSION VIEJO	STATE: CA	ZIP CODE: 92691	
TELEPHONE NO.: 714 556 9400	FAX NO.: 714 556 9500		
E-MAIL ADDRESS: valston@aadlawyers.com			
ATTORNEY FOR (name): HOUSER BROS. CO.			
<input checked="" type="checkbox"/> ORIGINAL JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE			
STREET ADDRESS: 700 CIVIC CENTER DRIVE WEST			
MAILING ADDRESS:			
CITY AND ZIP CODE: SANTA ANA, CA 92701			
BRANCH NAME: CENTRAL JUSTICE CENTER			
Plaintiff: HOUSER BROS. CO.		CASE NUMBER:	
Defendant: LISA RYAN		30 2018 01013582 CLUDCJC	
<input type="checkbox"/> EXECUTION (Money Judgment)		<input checked="" type="checkbox"/> Limited Civil Case	
WRIT OF <input checked="" type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property		(Including Small Claims)	
<input type="checkbox"/> SALE <input checked="" type="checkbox"/> Real Property		<input type="checkbox"/> Unlimited Civil Case	
		(Including Family and Probate)	

1. To the Sheriff or Marshal of the County of: ORANGE COUNTY

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accordance with CCP 699.080 or CCP 715.040.

3. (Name): HOUSER BROS. CO., a California general partnership dba RANCHO DEL REY MOBILE HOME ESTATES
is the ☒ original judgment creditor ☐ assignee of record whose address is shown on this form above the court's name.

4. Judgment debtor (name, type of legal entity if not a natural person, and last known address):

LISA RYAN
16222 Monterey Lane, Space 376
Huntington Beach, California 92649

9. ☒ See next page for information on real or personal property to be delivered under a writ of possession or sold under a writ of sale.

10. ☐ This writ is issued on a sister-state judgment.

For Items 11-17, see form MC-012 and form MC-013-INFO

11. Total judgment (as entered or renewed) \$

12. Costs after judgment (CCP 685.090) \$

13. Subtotal (add 11 and 12) \$

14. Credits to principal (after credit to interest) \$

15. Principal remaining due (subtract 14 from 13) \$

16. Accrued interest remaining due per CCP 685.050(b) (not on GC 6103.5 fees) \$

17. Fee for issuance of writ \$25.00

18. Total (add 15, 16, and 17) \$25.00

19. Levying officer:

- a. Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) \$
- b. Pay directly to court costs included in 11 and 17 (GC 6103.5, 68637; CCP 699.520(i)) \$

20. ☐ The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.

5. Judgment entered on (date):

10-18-2018

6. ☐ Judgment renewed on (dates):

7. Notice of sale under this writ

- a. ☒ has not been requested.
- b. ☐ has been requested (see next page).

8. ☐ Joint debtor information on next page.

[SEAL]



David H. Yamasaki, Clerk of the Court

Issued on (date): 11/14/2018

Clerk, by

NOTICE TO PERSON SERVED: SEE PAGE 3 FOR IMPORTANT INFORMATION

WRIT OF EXECUTION

Form Approved for Optional Use
Judicial Council of California
EJ-130 (Rev. January 1, 2018)

Code of Civil Procedure, §§ 699.520, 712.010, 715.010
Government Code, § 6103.5
www.court.ca.gov

RECEIVED
O.G. SHERIFF'S DEPT
CENTRAL/COURT SERVICES
2018 NOV 16 A 10:11 PM
Deputy C Cuevas

Plaintiff: HOUSER BROS. CO. Defendant: LISA RYAN	EJ-130 CASE NUMBER: 30 2018 01013582 CLUDCJC
---	--

21. ☐ Additional judgment debtor (name, type of legal entity if not a natural person, and last known address):

☐ ☐ ☐

22. ☐ Notice of sale has been requested by (name and address):

☐ ☐ ☐

23. ☐ Joint debtor was declared bound by the judgment (CCP 989-994)

a. on (date): ☐ a. on (date): ☐
b. name, type of legal entity if not a natural person, and last known address of joint debtor: ☐ b. name, type of legal entity if not a natural person, and last known address of joint debtor: ☐

c. ☐ Additional costs against certain joint debtors are itemized: ☐ Below ☐ On Attachment 23c

24. ☒ (Writ of Possession or Writ of Sale) Judgment was entered for the following:

a. ☒ Possession of real property: The complaint was filed on (date): 8-21-2018
(Check (1) or (2). Check (3) if applicable. Complete (4) if (2) or (3) have been checked.)

(1) ☒ The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46. The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.

(2) ☐ The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.

(3) ☐ The unlawful detainer resulted from a foreclosure sale of a rental housing unit. (An occupant not named in the judgment may file a Claim of Right to Possession at any time up to and including the time the levying officer returns to effect eviction, regardless of whether a Prejudgment Claim of Right to Possession was served.) (See CCP 415.46 and 1174.3(a)(2).)

(4) If the unlawful detainer resulted from a foreclosure (item 24a(3)), or if the Prejudgment Claim of Right to Possession was not served in compliance with CCP 415.46 (item 24a(2)), answer the following:

(a) The daily rental value on the date the complaint was filed was \$36.20

(b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (specify):

b. ☐ Possession of personal property.
☐ If delivery cannot be had, then for the value (itemize in 24e) specified in the judgment or supplemental order.

c. ☐ Sale of personal property.

d. ☐ Sale of real property.

e. The property is described: ☒ Below ☐ On Attachment 24e

16222 Monterey Lane, Space 376, Huntington Beach, California 92649

EJ-130

Plaintiff: HOUSER BROS. CO. Defendant: LISA RYAN	CASE NUMBER: 30 2018 01013582 CLUDCJC
---	--

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will demand that you turn over the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

EXCEPTION IF RENTAL HOUSING UNIT WAS FORECLOSED. If the residential property that you are renting was sold in a foreclosure, you have additional time before you must vacate the premises. If you have a lease for a fixed term, such as for a year, you may remain in the property until the term is up. If you have a periodic lease or tenancy, such as from month-to-month, you may remain in the property for 90 days after receiving a notice to quit. A blank form *Claim of Right to Possession and Notice of Hearing* (form CP10) accompanies this writ. You may claim your right to remain on the property by filling it out and giving it to the sheriff or levying officer.

EXCEPTION IF YOU WERE NOT SERVED WITH A FORM CALLED PREJUDGMENT CLAIM OF RIGHT TO POSSESSION. If you were not named in the judgment for possession and you occupied the premises on the date on which the unlawful detainer case was filed, you may object to the enforcement of the judgment against you. You must complete the form *Claim of Right to Possession and Notice of Hearing* (form CP10) and give it to the sheriff or levying officer. A blank form accompanies this writ. You have this right whether or not the property you are renting was sold in a foreclosure.

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



STATEMENT OF ERROR OR ERASURE

SECTION I. DESCRIPTION OF UNIT

The Decal (License) Number(s) of the unit is:

LBM1081

The Trade Name of the unit is:

Custom Villa

The Serial Number(s) of the unit is:

AC7V710394GB / GA

SECTION II. STATEMENT OF ERROR

The name or information appearing on, erased from, crossed through or whited-out on line
or other area of the

CERT OF TITLE

Enter name of document or form

was entered in error and has no bearing on the ownership of the unit. The name or information should not be part of the ownership record.

In the space provided below, enter the reason for the error or erasure:

The correct purchase price should be \$175,000 due to satisfying Tax Clearance Certificate 17-18, 18-19, App 24,000 abstract judgement, past due Ground Rent + Fees, Costs. Already paid before application of fee waiver.

SECTION III. CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on Nov. 16, 2018 at Riverside CA

Signature J. Sandcastle Co, LLC James Shelton, IS Manager

Address 16222 Monterey Lane # 376 Huntington Beach CA 92646

TO (Name and Address): Lisa Ryan 16222 Monterey Lane Space 376 Huntington Beach, CA 92649	LEVYING OFFICER (Name and Address): Orange County Sheriff's Office Sheriff's Civil Division Suite 2 909 N. Main Street Santa Ana, CA 92701 (714) 569-3700 Fax: (714) 569-2368 California Relay Service Number (800) 735-2929 TDD or 711
NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Orange County Superior Court 700 Civic Center Drive West Santa Ana, CA 92701 Central Justice Center	COURT CASE NO.: 30 2018 01013582 CLUDCJC
PLAINTIFF: Houser Bros Co DEFENDANT: Lisa Ryan	LEVYING OFFICER FILE NO.: 2018517508
Notice to Vacate	

By virtue of the Writ of Execution for Possession/Real Property (eviction), issued out of the above court, you are hereby ordered to vacate the premises described on the writ.

Eviction Address:	16222 Monterey Lane Space 376 Huntington Beach, CA 92649
--------------------------	---

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:	Monday, December 03, 2018 6:01 AM
---	--

Should you fail to vacate the premises within the allotted time, I will immediately enforce the writ by removing you from the premises. All personal property upon the premises at the time will be turned over to the landlord, who must return said personal property to you upon your payment of the reasonable cost incurred by the landlord in storing the property from the date of eviction to the date of payment. If the property is stored on the landlord's premises, the reasonable cost of storage is the fair rental value of the space necessary for the time of storage. If you do not pay the reasonable storage costs and take possession within fifteen (15) days, the landlord may either sell your property at a public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), or, if the property is valued at less than \$700.00, the landlord may dispose of your property or retain it for his own use. (715.010(b)(3), 1174 CCP)

If you claim a right of possession of the premises that accrued prior to the commencement of this action, or if you were in possession of the premises on the date of the filing of the action and you are not named on the writ, complete and file the attached Claim of Right of Possession form with this office. No claim of right to possession can be filed if box 24a(1) located on the back of the writ is checked.



**Sandra Hutchens
Sheriff-Coroner**

By: _____
Sheriff's Authorized Agent

Original

UCC FINANCING STATEMENT**FOLLOW INSTRUCTIONS****A. NAME & PHONE OF CONTACT AT FILER (optional)**

Jamie Gallian
714-321-3449

B. E-MAIL CONTACT AT FILER (optional)**C. SEND ACKNOWLEDGMENT TO: (Name and Address)**

Jamie Lynn Gallian
16222 Monterey Ln #376
Huntington Beach, CA 92649
USA

DOCUMENT NUMBER: 76027940003**FILING NUMBER: 19-7691916827****FILING DATE: 01/14/2019 09:10****IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME J-SANDCASTLE CO LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 16222 MONTEREY LN #376		CITY HUNTINGTON BEACH	STATE CA	POSTAL CODE 92649
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME J-Pad, LLC - CA SOS Entity No. 201804010750			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2702 N GAFF ST		CITY ORANGE	STATE CA	POSTAL CODE 92865
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

LOCATED ON PROPERTY RECORDED IN ORANGE COUNTY CLERK RECORDERS OFFICE IN CALIFORNIA PARCEL MAP RECORDED IN BOOK 108, PG(S) 47-48.

ASSESSORS PARCEL NUMBER 891-569-62

SERIAL NUMBERS AC7V710394GB, AC7V710394GA; DECAL NUMBER LBM1081

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☒ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

UCC FINANCING STATEMENT ADDENDUM**FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

OR	9a. ORGANIZATION'S NAME J-SANDCASTLE CO LLC	
	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX

DOCUMENT NUMBER: 76027940003

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

OR	10a. ORGANIZATION'S NAME				
	10b. INDIVIDUAL'S SURNAME				
	INDIVIDUAL'S FIRST PERSONAL NAME				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX	
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S SURNAME GALLIAN	FIRST PERSONAL NAME JAMIE	ADDITIONAL NAME(S)/INITIAL(S) LYNN	SUFFIX	
11c. MAILING ADDRESS 16222 MONTEREY LANE #376		CITY HUNTINGTON BEACH	STATE CA	POSTAL CODE 92649	COUNTRY USA

12. ADDITIONAL SPACE FOR ITEM 4 (collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing.

15. Name and address of RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

FILING OFFICE COPY



**Secretary of State
Amendment to Articles of
Organization of a
Limited Liability Company (LLC)**

LLC-2

FILED *CSD*
Secretary of State
State of California

OCT 19 2018

WES

lcc Above Space For Office Use Only

IMPORTANT — Read Instructions before completing this form.

Filing Fee — \$30.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00

Note: You must file a Statement of Information (Form LLC-12), to change the business address(es) of the LLC or to change the name or address of the LLC's manager(s) and/or agent for service of process, which can be filed online at bizfile.sos.ca.gov.

1. LLC Exact Name (Enter the exact name on file with the California Secretary of State.)

J-Pad, LLC

2. LLC 12-Digit Entity (File) Number (Enter the exact 12-digit Entity (File) Number issued by the California Secretary of State.)

201804010750

3. New LLC Name (If Amending) (See Instructions — List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

4. Management (If Amending) (Select only one box)

The LLC will be managed by:

☐ One Manager

☒ More than One Manager

☐ All LLC Member(s)

5. Purpose Statement (Do not alter Purpose Statement.)

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

6. Additional Amendment(s) set forth on attached pages, if any, are incorporated herein by reference and made part of this Form LLC-2. (All attachments should be 8½ x 11, one-sided, legible and clearly marked as an attachment to this form LLC-2.)

Signature

By signing, I certify that the information is true and correct and that I am authorized by California law to sign.

Sign here

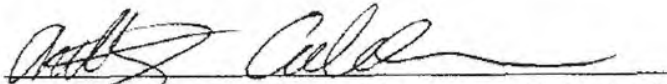
Anthony Calderon
Print your name here

ATTACHMENT
TO CERTIFICATE OF AMENDMENT to ARTICLES
of ORGANIZATION of a LIMITED LIABILITY
COMPANY (LLC)
(FORM LLC -2)

J-PAD, LLC

11. I certify under penalty of perjury that the contents of this Document are true. I declare I am the person who executed this instrument, which execution is my act and deed.

Signature of Authorized Person:



ANTHONY CALDERON, Manager of J-Pad, LLC



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

19-A19184

FILED

In the office of the Secretary of State
of the State of California

JAN 15, 2019

This Space For Office Use Only

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$20.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.) J-PAD, LLC.	
2. 12-Digit Secretary of State File Number 201804010750	3. State, Foreign Country or Place of Organization (only if formed outside of California) CALIFORNIA

4. Business Addresses			
a. Street Address of Principal Office - Do not list a P.O. Box 16222 Monterey Lane #376	City (no abbreviations) Huntington Beach	State CA	Zip Code 92649
b. Mailing Address of LLC, if different than item 4a 16222 Monterey Lane #376	City (no abbreviations) Huntington Beach	State CA	Zip Code 92649
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 16222 Monterey Lane #376	City (no abbreviations) Huntington Beach	State CA	Zip Code 92649

5. **Manager(s) or Member(s)**
If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b J-Sandcastle Co, LLC	Middle Name	Last Name	Suffix
c. Address 16222 Monterey Lane #376	City (no abbreviations) Huntington Beach	State CA	Zip Code 92649

6. Service of Process (Must provide either Individual OR Corporation.)			
INDIVIDUAL — Complete Items 6a and 6b only. Must include agent's full name and California street address.			
a. California Agent's First Name (if agent is not a corporation) Jamie	Middle Name L	Last Name Gallian	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 16222 Monterey Lane #376	City (no abbreviations) Huntington Beach	State CA	Zip Code 92649

CORPORATION — Complete Item 6c only. Only include the name of the registered agent Corporation.			
c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 6a or 6b			

7. Type of Business			
a. Describe the type of business or services of the Limited Liability Company Residential Investments			

8. Chief Executive Officer, if elected or appointed			
a. First Name Jamie	Middle Name Lynn	Last Name Gallian	Suffix
b. Address 16222 Monterey Lane #376	City (no abbreviations) Huntington Beach	State CA	Zip Code 92649

9. The Information contained herein, including any attachments, is true and correct.			
01/15/2019	Jamie L Gallian	Its Member	
Date	Type or Print Name of Person Completing the Form	Title	Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:	
Company:	
Address:	
City/State/Zip:	



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

19-A78778

FILED

In the office of the Secretary of State
of the State of California

FEB 26, 2019

This Space For Office Use Only

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$20.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

J-PAD, LLC.

2. 12-Digit Secretary of State File Number
201804010750

3. State, Foreign Country or Place of Organization (only if formed outside of California)
CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box 16222 Monterey Ln 376	City (no abbreviations) Huntington Beach	State CA	Zip Code 92649
b. Mailing Address of LLC, if different than Item 4a 16222 Monterey Ln 376	City (no abbreviations) Huntington Beach	State CA	Zip Code 92649
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 16222 Monterey Ln 376	City (no abbreviations) Huntington Beach	State CA	Zip Code 92649

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
b. Entity Name - Do not complete Item 5a J-Sandcastle Co, LLC			
c. Address 16222 Monterey Ln 376	City (no abbreviations) Huntington Beach	State CA	Zip Code 92649

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) Steven	Middle Name	Last Name Gallian	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 821 W 16th Street	City (no abbreviations) Costa Mesa	State CA	Zip Code 92663

CORPORATION — Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
Residential Investments

8. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
b. Address			
City (no abbreviations)		State	Zip Code

9. The information contained herein, including any attachments, is true and correct.

02/26/2019

Jamie I Gallian

Its Member

Date

Type or Print Name of Person Completing the Form

Title

Signature


Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

	Attachment to Statement of Information (Limited Liability Company)	LLC-12A Attachment	19-A78778
A. Limited Liability Company Name J-PAD, LLC.		This Space For Office Use Only	
B. 12-Digit Secretary of State File Number 201804010750		C. State or Place of Organization (only if formed outside of California) CALIFORNIA	

D. List of Additional Manager(s) or Member(s) - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

First Name	Middle Name	Last Name	Suffix
Entity Name Jamie L Gallian			
Address 16222 Monterey Ln 376		City (no abbreviations) Huntington Beach	State CA Zip Code 92649
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

21-B17204

FILED

In the office of the Secretary of State
of the State of California

MAR 02, 2021

This Space For Office Use Only

IMPORTANT — Read instructions **before completing this form.**

Filing Fee — \$20.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

J-PAD, LLC.

2. 12-Digit Secretary of State File Number
201804010750

3. State, Foreign Country or Place of Organization (only if formed outside of California)
CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box 16222 Monterey Lane	City (no abbreviations) Huntington Beach	State CA	Zip Code 92649
b. Mailing Address of LLC, if different than item 4a 16222 Monterey Lane	City (no abbreviations) Huntington Beach	State CA	Zip Code 92649
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 16222 Monterey Lane	City (no abbreviations) Huntington Beach	State CA	Zip Code 92649

5. Manager(s) or Member(s)
If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b RONALD	Middle Name J	Last Name PIERPONT	Suffix
b. Entity Name - Do not complete Item 5a			
c. Address 16222 MONTEREY LN. #376	City (no abbreviations) HUNTINGTON BEACH	State CA	Zip Code 92649

6. Service of Process (Must provide either Individual **OR** Corporation.)

INDIVIDUAL — Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) Steven	Middle Name A	Last Name Fink	Suffix Steve
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 13 Corporate Plaza Dr. Ste.150		City (no abbreviations) Newport Beach	State CA Zip Code 92660

CORPORATION — Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
RESIDENTIAL MANAGEMENT

8. Chief Executive Officer, if elected or appointed

a. First Name Robert	Middle Name L	Last Name McLelland	Suffix
b. Address 16222 Monterey Ln #376		City (no abbreviations) Huntington Beach	State CA Zip Code 92649

9. The information contained herein, including any attachments, is true and correct.

03/02/2021

ROBERT MCLELLAND

Date

Type or Print Name of Person Completing the Form

CEO

Title

Robert McLelland
Signature


Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

 Attachment to Statement of Information (Limited Liability Company)	LLC-12A Attachment	21-B17204
A. Limited Liability Company Name J-PAD, LLC.		This Space For Office Use Only
B. 12-Digit Secretary of State File Number 201804010750	C. State or Place of Organization (only if formed outside of California) CALIFORNIA	

D. List of Additional Manager(s) or Member(s) - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

First Name JAMIE	Middle Name L	Last Name GALLIAN	Suffix
Entity Name			
Address 16222 MONTEREY LN #376		City (no abbreviations) HUNTINGTON BEACH	State CA Zip Code 92649
First Name ROBERT	Middle Name	Last Name MCLELLAND	Suffix
Entity Name			
Address 16222 MONTEREY LN #376		City (no abbreviations) HUNTINGTON BEACH	State CA Zip Code 92649
First Name STEVEN	Middle Name	Last Name GALLIAN	Suffix
Entity Name			
Address 16222 MONTEREY LN #376		City (no abbreviations) HUNTINGTON BEACH	State CA Zip Code 92649
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code

STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CERTIFICATE OF TITLE

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name	Trade Name	Model	DOM	DFS	RY
90002 SKYLINE HOMES INC	CUSTOM VILLA		05/29/2014	07/28/2014	
Serial Number	Label/Insignia Number	Weight	Length	Width	Issued
AC7V710394GB	PFS1130281	22,383	56'	15' 2"	Jan 19, 2019
AC7V710394GA	PFS1130282				

Addressee

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Registered Owner(s)

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

US POSTAGE \$000.45
02/11/2019
95812-1828
SACRAMENTO, CA 95812-1828

RETURN
SERVICE
REQUESTED

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION & TITLING SECTION
P.O. BOX 1828
SACRAMENTO, CA 95812-1828

IMPORT.
THE OWNER INFORMATION SHOWN ABOVE MAY NOT BE THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CURRENT TITLE STATUS OF THE UNIT MAY BE CHECKED AT
DTN: 10670236



AJLIIMP 92649



Confirmation

*Pd. 2/12/22
\$ 764.06
Alliant CU*

We recommend you print or save a copy of this page even if you requested an email confirmation. The page expires in 20 minutes.

Confirmation Number

6276605948

Date Request Made

2/12/2022 2:07:44 PM

Contact Information

Taxpayer's Social Security Number

*******3936**

Name

Jamie L Gallian

Address

16222 Monterey Ln.

Huntington Beach CA, 92649

Telephone Number

7143213449

Payment Information

Payment Type

Proposed Assessment

Tax Year

2018

Payment Amount

\$764.06

Payment Date

2/12/2022

Bank Information

Routing Number

271081528

Bank Name

ALLIANT CREDIT UNION

Account Number

*******270556018**

Account Type

Checking

Your bank account: Allow up to 2 business days from the payment date for your bank account to reflect your payment. To confirm your payment has been cleared, review your bank account statement or contact your bank.

To cancel a Web Pay request, you must contact us at least two business days prior to the requested payment date. For further assistance, call:

Cancellation requests only

916.845.0353

Monday through Friday

8 a.m. – 5 p.m.



APRIL 26, 2023

JAMIE LYNN GALLIAN
16222 MONTEREY LANE #376
HUNTINGTON BEACH CA 92649

RE: UNITED AIRLINES FLIGHT ATTENDANT 401(K) PLAN
Request Number: W384770-26APR23

Thank you for your recent contact with Fidelity Investments ("Fidelity") regarding your UNITED AIRLINES FLIGHT ATTENDANT 401(K) PLAN ("the Plan").

Fidelity Investments Institutional Operations Company, LLC. ("Fidelity") provides administrative record keeping services to the UNITED AIRLINES FLIGHT ATTENDANT 401(K) PLAN ("the Plan"). These services are based on administrative procedures established by the Plan sponsor, UNITED AIRLINES.

Please find enclosed the documents you requested.

Additional information including plan documents and your account details are available online at www.netbenefits.com.

Sincerely,

Benefits Specialist

Enclosure:
Requested Documents

Fidelity Investments Institutional Operations Company, LLC.
W384770-26APR23

<input type="checkbox"/> CORRECTED (if checked)		Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.	
PAYER'S TIN 04-6568107	RECIPIENT'S TIN XXX-XX-3936	1 Gross distribution \$2,830.78	OMB No. 1545-0119 2019
PAYER'S name, street address, city, state, and ZIP code FIDELITY INVESTMENTS INSTITUTIONAL OPERATIONS CO. 100 MAGELLAN WAY KW1C COVINGTON, KY 41015-1987 90296 UNITED AIRLINES		2a Taxable amount \$2,830.78	Form 1099-R
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code PRTAX2E2020010806.42.524947766 JAMIE LYNN GALLIAN 16222 Monterey Lane #376 Huntington Beach, CA 92649		2b Taxable amount <input type="checkbox"/> not determined 3 Capital gain (included in box 2a) \$0.00	Total distribution <input type="checkbox"/> 4 Federal income tax withheld \$0.00
5 Employee contrib/desig Roth contrib or insurance premiums \$0.00		6 Net unrealized appreciation in employer's securities \$0.00	Copy B Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return.
7 Distribution code(s) 1L		8 Other \$0.00	
9a Your percentage of total distribution %		9b Total employee contributions \$	10 Amount allocable to IRR within 5 years \$0.00
12 State tax withheld \$0.00		13 State/Payer's state no. CA 80275704	14 State distribution \$
Account number (see instructions) 20200104023604226436	11 1st year of desig. Roth contrib.	FATCA filing requirement <input type="checkbox"/>	Date of payment
Form 1099-R Department of the Treasury - Internal Revenue Service			

90296 00000000019R

<input type="checkbox"/> CORRECTED (if checked)		Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.	
PAYER'S TIN 04-6568107	RECIPIENT'S TIN XXX-XX-3936	1 Gross distribution \$2,830.78	OMB No. 1545-0119 2019
PAYER'S name, street address, city, state, and ZIP code FIDELITY INVESTMENTS INSTITUTIONAL OPERATIONS CO. 100 MAGELLAN WAY KW1C COVINGTON, KY 41015-1987 90296 UNITED AIRLINES		2a Taxable amount \$2,830.78	Form 1099-R
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code JAMIE LYNN GALLIAN 16222 Monterey Lane #376 Huntington Beach, CA 92649		2b Taxable amount <input type="checkbox"/> not determined 3 Capital gain (included in box 2a) \$0.00	Total distribution <input type="checkbox"/> 4 Federal income tax withheld \$0.00
5 Employee contrib/desig Roth contrib or insurance premiums \$0.00		6 Net unrealized appreciation in employer's securities \$0.00	Copy C For Recipient's Records This information is being furnished to the Internal Revenue Service.
7 Distribution code(s) 1L		8 Other \$0.00	
9a Your percentage of total distribution %		9b Total employee contributions \$	10 Amount allocable to IRR within 5 years \$0.00
12 State tax withheld \$0.00		13 State/Payer's state no. CA 80275704	14 State distribution \$
Account number (see instructions) 20200104023604226436	11 1st year of desig. Roth contrib.	FATCA filing requirement <input type="checkbox"/>	Date of payment
Form 1099-R (keep for your records) Department of Treasury - Internal Revenue Service			

<input type="checkbox"/> CORRECTED (if checked)		Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.	
PAYER'S TIN 04-6568107	RECIPIENT'S TIN XXX-XX-3936	1 Gross distribution \$2,830.78	OMB No. 1545-0119 2019
PAYER'S name, street address, city, state, and ZIP code FIDELITY INVESTMENTS INSTITUTIONAL OPERATIONS CO. 100 MAGELLAN WAY KW1C COVINGTON, KY 41015-1987 90296 UNITED AIRLINES		2a Taxable amount \$2,830.78	Form 1099-R
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code JAMIE LYNN GALLIAN 16222 Monterey Lane #376 Huntington Beach, CA 92649		2b Taxable amount <input type="checkbox"/> not determined 3 Capital gain (included in box 2a) \$0.00	Total distribution <input type="checkbox"/> 4 Federal income tax withheld \$0.00
5 Employee contrib/desig Roth contrib or insurance premiums \$0.00		6 Net unrealized appreciation in employer's securities \$0.00	Copy 2 File this copy with your state, city, or local income tax return, when required.
7 Distribution code(s) 1L		8 Other \$0.00	
9a Your percentage of total distribution %		9b Total employee contributions \$	10 Amount allocable to IRR within 5 years \$0.00
12 State tax withheld \$0.00		13 State/Payer's state no. CA 80275704	14 State distribution \$
Account number (see instructions) 20200104023604226436	11 1st year of desig. Roth contrib.	FATCA filing requirement <input type="checkbox"/>	Date of payment
Form 1099-R Department of Treasury - Internal Revenue Service			

☐ CORRECTED (if checked)

PAYER'S TIN 04-6568107	RECIPIENT'S TIN XXX-XX-3936	1 Gross distribution \$31,922.58	OMB No. 1545-0119 2020	Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.
PAYER'S name, street address, city, state, and ZIP code FIDELITY INVESTMENTS INSTITUTIONAL OPERATIONS CO. 100 MAGELLAN WAY KW1C COVINGTON, KY 41015-1987 90296 1-800-425-2363 UNITED AIRLINES		2a Taxable amount \$29,030.93	Form 1099-R	
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code PRTAX2E2021011308.16.126055564 JAMIE LYNN GALLIAN 16222 Monterey Lane #376 Huntington Beach, CA 92649		2b Taxable amount <input type="checkbox"/> not determined 3 Capital gain (included in box 2a) \$0.00	Total distribution <input checked="" type="checkbox"/> 4 Federal income tax withheld \$2,848.94	
5 Employee contrib/desig Roth contrib or insurance premiums \$2,891.65		6 Net unrealized appreciation in employer's securities \$0.00	7 Distribution code(s) 2	
8 Other \$0.00		9a Your percentage of total distribution %	9b Total employee contributions \$	Copy B Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return. This information is being furnished to the Internal Revenue Service.
10 Amount allocable to IRR within 5 years \$0.00		11 1st year of desig. Roth contrib.	12 FATCA filing requirement <input type="checkbox"/>	
13 Date of payment		14 State tax withheld \$284.89	15 State/Payer's state no. CA 80275704	
16 State distribution \$		17 Date of payment		
Account number (see instructions) 20210109032105064117		Form 1099-R		

Department of the Treasury - Internal Revenue Service

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☐ CORRECTED (if checked)

PAYER'S TIN 04-6568107	RECIPIENT'S TIN XXX-XX-3936	1 Gross distribution \$31,922.58	OMB No. 1545-0119 2020	Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.
PAYER'S name, street address, city, state, and ZIP code FIDELITY INVESTMENTS INSTITUTIONAL OPERATIONS CO. 100 MAGELLAN WAY KW1C COVINGTON, KY 41015-1987 90296 1-800-425-2363 UNITED AIRLINES		2a Taxable amount \$29,030.93	Form 1099-R	
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code JAMIE LYNN GALLIAN 16222 Monterey Lane #376 Huntington Beach, CA 92649		2b Taxable amount <input type="checkbox"/> not determined 3 Capital gain (included in box 2a) \$0.00	Total distribution <input checked="" type="checkbox"/> 4 Federal income tax withheld \$2,848.94	
5 Employee contrib/desig Roth contrib or insurance premiums \$2,891.65		6 Net unrealized appreciation in employer's securities \$0.00	7 Distribution code(s) 2	
8 Other \$0.00		9a Your percentage of total distribution %	9b Total employee contributions \$	Copy C For Recipient's Records This information is being furnished to the Internal Revenue Service.
10 Amount allocable to IRR within 5 years \$0.00		11 1st year of desig. Roth contrib.	12 FATCA filing requirement <input type="checkbox"/>	
13 Date of payment		14 State tax withheld \$284.89	15 State/Payer's state no. CA 80275704	
16 State distribution \$		17 Date of payment		
Account number (see instructions) 20210109032105064117		Form 1099-R		

(keep for your records) Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S TIN 04-6568107	RECIPIENT'S TIN XXX-XX-3936	1 Gross distribution \$31,922.58	OMB No. 1545-0119 2020	Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.
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13 Date of payment		14 State tax withheld \$284.89	15 State/Payer's state no. CA 80275704	
16 State distribution \$		17 Date of payment		
Account number (see instructions) 20210109032105064117		Form 1099-R		

Department of the Treasury - Internal Revenue Service

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
5801 Skylab Road Huntington Beach, CA 92649

A true and correct copy of the foregoing document entitled (*specify*): Declaration of Jamie Lynn Gallian Request
by Honorable Scott C. Clarkson 4/26/2023, proof of testimony requesting Trustee Goldens help to obtain funds.

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 05/08/2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Chapter 7 Trustee Jeffrey I Golden lwerner@wglp.com; jig@trusteesolutions.net

United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

D. Edward Hays ehays@marshackhays.com

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On (*date*) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

05/08/2023 Robert McLelland
Date Printed Name

Robert McLelland
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012


F 9013-3.1.PROOF.SERVICE

4. Conclusion

For the reasons stated above, Jamie Lynn Gallian respectfully requests that the Court:

- 1) Reverse the decision of the Bankruptcy Court set forth in the MOD;
- 2) Find that, as a matter of law, Debtor was entitled to a Chapter 7 discharge pursuant to 11 U.S.C. § 727; and
- 3) Award such other and further relief as the Court deems just and proper.

DATED: August 16, 2023



JAMIE LYNN GALLIAN
Appellant, IN PRO SE

Case Name: Jamie Lynn Gallian v. Houser Bros. Co. A California General Partnership

USDC Case No. 8:23-cv-000061-WLH

USBC Case No.: 8:21-bk-11710-SC

USBC Case No.: 8:21-ap-01097-SC

Statement of Related Cases

The undersigned counsel of record for Appellant certifies that the following are known related cases and appeals:

1. *Houser Bros. v. Jamie Lynn Gallian*, Orange County Superior Court, Case No. 30-2019-01041423-CL-UD-CJC
2. *The Huntington Beach Gables Homeowners Association vs Jamie Lynn Gallian Bankruptcy Adversary Case No. 8:21-ap-01095-SC*
3. *Janine B. Jasso vs Jamie Lynn Gallian Bankruptcy Adversary Case No. 8:21-ap-01096-SC*
4. *Houser Bros. v. Jamie Lynn Gallian*, Bankruptcy Adversary Case No. 8:21-ap-01097-SC
5. *Houser Bros. v. Jamie Lynn Gallian*, Orange County Superior Court, Case No. 30-2023-01316057-UD-CJC

DATED: August 16, 2023

Jamie Lynn Gallian
JAMIE LYNN GLLIAN
Appellant, IN PRO SE

Case Name: Jamie Lynn Gallian v. Houser Bros. Co. A California General Partnership

USDC Case No. 8:23-cv-00961-WLH

USBC Case No.: 8:21-bk-11710-SC

USBC Case No. :8:21-ap-01097-SC

Form 6. Certificate of Compliance with Type-Volume Limitation, Typeface Requirements, and Type Style Requirements

1. This brief complies with the type-volume limitation of Fed. R. App. P.

32(a)(7)(B) because:

this brief contains 6734 words, excluding the parts of the brief exempted by Fed. R. App. P. 32(a)(7)(B)(iii).

2. This brief complies with the typeface requirements of Fed. R. App.

P. 32(a)(5) and the type style requirements of Fed. R. App. P. 32(a)(6) because:

this brief has been prepared in a proportionally spaced typeface using Microsoft Word in 14-pt or larger Times New Roman.

DATED: August 16, 2023



JAMIE LYNN GALLIAN
Appellant, IN PRO SE

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this District Court proceeding. My business address is: 5801 Slylab Road Huntinton Beach, CA 92647

A true and correct copy of the foregoing document entitled: **APPELLANT'S OPENING BRIEF** will be served or was served (a) on the judge in chambers in the form and manner required by L.R. 5-4 in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

Pursuant to controlling General Orders and L.R 5-3.3, the foregoing document will be served by the court via NEF and hyperlink to the document. On **August 16, 2023**, I checked the CM/ECF docket for this case and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:



Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On _____, I served the following persons and/or entities at the last known addresses in this case by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.



Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE

TRANSMISSION OR EMAIL: Pursuant to F.R.Civ.P. 5 (d)(3) and/or controlling L.R. 5-4, on **August 16, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.



Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 16, 2023

Date

Robert McLelland

Printed Name

Robert McLelland

Signature

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- Bradford Nathan Barnhardt bbarnhardt@marshackhays.com
- D Edward Hays ehays@marshackhays.com, kfrederick@ecf.courtdrive.com, cmendoza@marshackhays.com, cmendoza@ecf.courtdrive.com, ehays@ecf.courtdrive.com
- Laila Masud lmasud@marshackhays.com, kfrederick@ecf.courtdrive.com, lbuchanan@marshackhays.com, lmasud@ecf.courtdrive.com

2. SERVED BY UNITED STATES MAIL: CONTINUED:

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL: CONTINUED:

VIA PERSONAL DELIVERY:

**MANDATORY CHAMBERS COPY HONORABLE
WESLEY L. HSU, DISTRICT JUDGE
FIRST STREET COURTHOUSE
350 WEST 1ST STREET, COURTROOM 7D
LOS ANGELES, CA 90012**